



# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

#20 DECEMBER 6, 2011

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

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*To ensure access to high-quality,  
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health care to Los Angeles  
County residents through direct  
services at DHS facilities and  
through collaboration with  
community and university  
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December 06, 2011

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

## APPROVAL OF LANDSCAPE MAINTENANCE SERVICES AGREEMENT

### SUBJECT

Approval of a new Proposition A Agreement with Conejo Crest Landscape, Inc. for the continued provision of Landscape Maintenance Services at the Department of Health Services' High Desert Multi-Service Ambulatory Care Center.

### IT IS RECOMMENDED THAT YOUR BOARD:

1. Make a finding pursuant to Los Angeles County Code Section 2.121.420 that Landscape Maintenance Services, as described herein, can continue to be performed more economically by an independent contractor.
2. Approve and Instruct the Mayor to execute an Agreement with Conejo Crest Landscape, Inc. (Conejo Crest), effective upon Board approval for the period January 1, 2012 through December 31, 2014 with two one-year optional extension periods, and an additional month to month extension not to exceed six months, for the provision of landscape maintenance services at the Department of Health Services' (DHS or Department) High Desert Multi-Service Ambulatory Care Center (HD MACC) with an annual maximum obligation for routine landscape services of \$102,924, and estimated annual cost of \$52,302 for seasonal and unscheduled services, for a total estimated annual cost of \$155,226, and total maximum obligation of \$465,679 for the Agreement term.
3. Delegate authority to the Director of Health Services (Director), or his designee, to execute Amendments to the Agreement to: (1) extend the term

of the Agreement for the optional extension periods; (2) add, delete and/or change non-substantive terms and conditions in the Agreement; (3) to add/delete coverage areas at the HD MACC and to approve necessary changes to the scope of services; and (4) to execute and approve Cost-of-Living Adjustments (COLAs) in the two option years, at the Director's discretion, and consistent with the Board's COLA policy, subject to review and approval as to form by County Counsel and notification to your Board and the Chief Executive Office (CEO).

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the first recommendation is necessary to comply with Los Angeles County Code Section 2.121.420. Contracting under Proposition A (Prop A) requirements has been determined to be cost-effective for the provision of Landscape Maintenance Services by the Department, and Attachment A provides a summary of the cost analysis.

Approval of the second recommendation will allow the Mayor to execute an Agreement with Conejo Crest, Exhibit I, to provide landscape maintenance services at the HD MACC through December 31, 2014.

Approval of the third recommendation will allow the Director to exercise the options to extend the term of the Agreement to June 30, 2017. In compliance with Los Angeles County Code Section 2.121.300, the Agreement contains an express delegation of this authority to the Director. Approval of this recommendation will also allow the Director to: (1) add, delete and/or change non-substantive terms and conditions in the Agreement; (2) to add/delete coverage areas at the HD MACC and to approve necessary changes to the scope of services; and (3) to execute and approve Cost-of-Living Adjustments (COLAs) in the option years, at the Director's discretion, consistent with your Board's COLA policy. In the event DHS exercises the delegated authority in these three recommended actions, prior approval as to form will be obtained from County Counsel, and notice will be provided to your Board and the CEO.

Approval of the recommended actions will allow for the continued provision of needed landscape maintenance services at DHS Facilities. The existing agreement expires on December 31, 2011.

### **Implementation of Strategic Plan Goals**

The recommended action(s) support(s) Goal 1, Operational Effectiveness of the County's Strategic Plan, and Goal 4, Health and Mental Health of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The annual estimated net County contract costs for the provision of landscape maintenance services at the HD MACC is \$155,226. A Cost Analysis for landscape maintenance services was prepared in accordance with Auditor-Controller guidelines and methodologies. The Department has determined that the contract is cost effective.

Funding is included in the DHS Fiscal Year (FY) 2011-12 Final Budget and will be requested in future fiscal years' budgets.

The Landscape Maintenance Services Agreement under the Prop A exception to the civil service

requirement to use County employees will save the County approximately \$139,500, a savings of approximately 58 percent.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Routine landscape maintenance services include: the maintenance of turf, flower beds, ground cover and shrubs, edging, the maintenance of irrigation systems, weed control, and hazard reduction pruning. Unscheduled work includes but is not limited to aerification, fertilization, turf renovation, vertical mowing and reseeded.

The Agreement includes all Board of Supervisors' required provisions, and may be terminated for convenience by the County upon 30 days' prior written notice.

County Counsel has approved Exhibit I as to form.

It has been determined that the provision of services by the Contractor under the recommended Agreement is subject to Prop A guidelines which include the Living Wage Program set forth in Los Angeles County Code Chapter 2.201. The Contractor is in compliance with the Living Wage Program requirements. The award of this Agreement will not result in unauthorized disclosure of confidential information.

### **CONTRACTING PROCESS**

On March 31, 2011, DHS released a Request for Proposals (RFP) for the provision of landscape services at the HD MACC. Notice of availability of the RFP was posted on the County and DHS websites and an ad was published in the Metropolitan News-Enterprise.

By the proposal submission deadline of May 5, 2011, DHS received four proposals. Proposals were evaluated using a two-phase selection process. Phase I was the Pass/Fail Evaluation of minimum mandatory requirements stated in the RFP. All proposers passed Phase I of the evaluation process.

Phase II was an evaluation conducted by an Evaluation Committee comprised of DHS representatives familiar with contract compliance and landscape services. The informed averaging process was used. During this phase, one proposer was found to have included false statements in its proposal and was disqualified from further evaluation. At the conclusion of Phase II, Conejo Crest was the top ranked proposer and had the lowest price proposal. The Department has obtained a Letter of Intent from the recommended proposer. Therefore, Conejo Crest is being recommended for an Agreement. Debriefings were offered to the two remaining proposers, but neither proposer responded. Therefore, there were no protests as a result of this solicitation.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Prop A requires that departments assess any potential impact of the recommended Agreement. There is no risk exposure to the County. The award of this Agreement will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. The Agreement will not result in reduced services, and there is no employee impact as a result of this Agreement since services are currently being provided under a contract. In

addition, the Department has determined that it has alternative resources available in the event of default.

Approval of the recommendations will ensure the continued provision of necessary landscape maintenance services at the HD MACC.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz". The signature is written in a cursive, fluid style.

Mitchell H. Katz, M.D.  
Director

MHK: jca

Enclosures

c: Chief Executive Office  
County Counsel  
Executive Office, Board of Supervisors

Department of Health Services  
Proposition A - Landscape Maintenance Services  
Cost Analysis Summary  
January 1, 2012 - December 31, 2014

ATTACHMENT A

HIGH DESERT MULTI-SERVICE AMBULATORY CARE CENTER				
	Total Estimated Avoidable Costs	Total Annual Price (not including cost of Unscheduled Work Fund)	Estimated Savings From Contracting	Percentage Savings
Total	\$242,437	\$102,924	\$139,513	57.55%

**DEPARTMENT OF HEALTH SERVICES**



**AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**CONEJO CREST LANDSCAPE, INC.**

**FOR**

**LANDSCAPE MAINTENANCE SERVICES AT  
HIGH DESERT HEALTH SYSTEM**

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- B-1 PRICING SHEET – SPECIFIC WORK REQUIREMENTS – ROUTINE SERVICES
- B-2 PRICING SHEET – UNSCHEDULED WORK – SEASONAL/PERIODIC SERVICES
- C FACILITY SPECIFICATION SHEET
- D CONTRACTOR’S EEO CERTIFICATION
- E COUNTY’S ADMINISTRATION
- F CONTRACTOR’S ADMINISTRATION
- G CONTRACTOR ACKNOWLEDGEMENT & CONFIDENTIALITY AGREEMENT
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW

### **UNIQUE EXHIBITS**

#### **Prop A - Living Wage Program Exhibits J – L**

- J LIVING WAGE ORDINANCE
- K MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS
- K PAYROLL STATEMENT OF COMPLIANCE

**AGREEMENT BY AND BETWEEN**  
**COUNTY OF LOS ANGELES**  
**AND**  
**CONEJO CREST LANDSCAPE, INC.**  
**FOR**  
**LANDSCAPE MAINTENANCE SERVICES**

This Agreement and Exhibits made and entered into this 6<sup>th</sup> day of December, 2011 by and between the County of Los Angeles, hereinafter referred to as County and Conejo Crest Landscape, Inc., hereinafter referred to as Contractor. Conejo Crest Landscape, Inc. is located at 16435 Hart St., Van Nuys, CA 91406.

**RECITALS**

WHEREAS, the County may contract with private businesses for Landscape Maintenance Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Landscape Maintenance Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Landscape Maintenance Services; and

WHEREAS, this Agreement is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

**1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I, J, K and L are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority.

### **Standard Exhibits:**

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B-1 - Pricing Sheet - Specific Work Requirements –  
Routine Services
- EXHIBIT B-2 - Pricing Sheet – Unscheduled Work – Seasonal/  
Periodic Services Facility Specification Sheet
- 1.3 EXHIBIT C - Facility Specification Sheet
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Contractor Acknowledgement & Confidentiality  
Agreement
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

### **Unique Exhibits:**

#### **Prop A - Living Wage Program**

- 1.10 EXHIBIT J - Living Wage Ordinance
- 1.11 EXHIBIT K - Monthly Certification for Applicable Health Benefit  
Payments
- 1.12 EXHIBIT L - Payroll Statement of Compliance

This Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

## **2.0 DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

**2.1 Agreement:** Contract executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

**2.2 Contract:** Agreement executed between County and Contractor.

- 2.3 Contractor:** The sole proprietor, partnership, limited liability company or corporation that has entered into an Agreement with the County to perform or execute the work covered by the Statement of Work.
- 2.4 Contractor Project Manager:** The individual designated by the Contractor to administer the Agreement operations after the Agreement award.
- 2.5 Contractor's Employees:** All individuals or agents designated by the Contractor to perform services under this Agreement.
- 2.6 Day(s):** Calendar day(s) unless otherwise specified.
- 2.7 DHS:** Department of Health Services
- 2.8 Director:** Director of Health Services or his/her authorized designee.
- 2.9 Facility:** High Desert Health System.
- 2.10 Facility Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Agreement that cannot be resolved by the Facility's Project Manager.
- 2.11 Facility Project Manager:** Person designated by Facility's Project Director to manage the operations under this Agreement.
- 2.12 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.13 Other Work:** Work which is requested by the Facility Program Manager in writing that arises out of extraordinary incidents, such as vandalism, acts of God, and third party negligence, or of which consists of requested.
- 2.14 Unscheduled Work - Seasonal/Periodic Landscape Maintenance Services:** Landscape maintenance services which are performed during a specified time or part of the year (e.g., winter, spring, summer, fall) or which are performed intermittently (e.g., disease control, renovation of turf, and reseeding).

### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

### **4.0 TERM OF AGREEMENT**

- 4.1 The term of this Agreement shall be three (3) years after execution by County's Board of Supervisors, for the period of January 1, 2012 through December 31, 2014, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.
- 4.2 The County shall have the option to extend the term for up to two (2) additional one-year periods and six (6) month to month extensions thereafter, for a maximum total Agreement term of five (5) years and six (6) months, if fully extended. Each such option and extension shall be exercised at the sole discretion of the Director or his/her designee as authorized by the Board of Supervisors.
- 4.3 The Contractor shall notify DHS when this Agreement is within six (6) months from the expiration of the original term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the DHS at the address herein provided in Exhibit E - County's Administration.

### **5.0 AGREEMENT SUM, BILLING AND PAYMENT**

- 5.1 For all services hereunder, Contractor shall provide services at rates that do not exceed those listed in Exhibits B-1 and B-2, Price Sheets, attached hereto, on billing forms approved by the County. The maximum obligation of County for Contractor's performance of this Agreement shall not exceed \$465,679, for the period January 1, 2012 through December 31, 2014. For services identified in Exhibit B-2, County reserves the right to perform such unscheduled work, or any work that Contractor is unable or unwilling to perform, itself or assign the work to another Contractor.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or



administrative expenses whatsoever incurred in or incidental to performance hereunder, except as expressly specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express, prior written approval. County shall not be obligated to pay for any tasks or services performed by any entity on behalf of Contractor without such express, prior written approval.

- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total compensation authorized under this Agreement. Upon occurrence of this event, the Contractor shall send written notification to DHS at the address herein provided in Exhibit E - County's Administration.

**5.4 No Payment for Services Provided Following Expiration/Termination of Agreement**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Agreement. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Agreement.

**5.5 Invoices and Payments**

- 5.5.1 The Contractor shall invoice the County in arrears only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Agreement. The Contractor's payments shall be as provided in Exhibits B-1 and B-2 - Price Sheets, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County.



If the County does not approve work in writing no payment shall be due to the Contractor for that work.

- 5.5.2 The Contractor's invoices shall be priced in accordance with rates provided on Exhibits B-1 and B-2 - Price Sheets.
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.

**Prop A - Living Wage Program:**

**No invoice will be approved for payment unless the following is included:**

- **Exhibit K – Monthly Certification for Applicable Health Benefit Payments**
- **Exhibit L - Payroll Statement of Compliance**

- 5.5.5 All invoices under this Agreement shall be submitted in two (2) copies to the Facility's Project Manager referenced in Exhibit E.

**5.5.6 County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the Facility's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

**5.6 Cost of Living Adjustments (COLA's)**

If requested by the Contractor, the Agreement monthly amount may, at the sole discretion of the County, be increased annually based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the Agreement anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as

determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this paragraph for living wage Agreements, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Agreement) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this Agreement, it shall require a written amendment to this Agreement first, that has been formally approved and executed by the parties.

## **6.0 ADMINISTRATION OF AGREEMENT – COUNTY**

### **COUNTY ADMINISTRATION**

The Director shall have the authority to administer this Agreement on behalf of the County. Director retains professional and administrative responsibility for the services rendered under this Agreement. A listing of all County Administration referenced in the following sub-paragraphs is designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

#### **6.1 Facility's Project Director**

Responsibilities of the Facility Project Director include:

- ensuring that the objectives of this Agreement are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

#### **6.2 Facility's Project Manager**

The responsibilities of the Facility's Project Manager include:

- overseeing the day-to-day administration of this Agreement;
- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The Facility's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

## **7.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR**

### **7.1 Contractor's Project Manager**

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Agreement and the duties described in Exhibit A, Statement of Work.

### **7.2 Contractor's Authorized Official(s)**

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit F. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Agreement on behalf of Contractor.

### **7.3 Approval of Contractor's Staff**

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

### **7.4 Contractor's Staff Identification/Uniforms**

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person

and visible at all times. Contractor bears all expense of the badging.

- 7.4.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.
- 7.4.2 Contractor shall notify the County within one business day when staff is terminated from working under this Agreement. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.
- 7.4.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Agreement.
- 7.4.4 Contractor employees assigned to County facilities shall wear an appropriate uniform at all times. Uniform shall consist of a shirt and/or tee shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the Director or his designee, will be provided by and at Contractor's expense.

## **7.5 Background and Security Investigations**

- 7.5.1 All Contractor staff performing work under this Agreement may undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation. County may perform the background check and bill Contractor for the cost or deduct such amount from funds owed by County to Contractor.
- 7.5.2 County may request that the Contractor's staff be immediately removed from working on the County Agreement at any time during the term of this Agreement. County will not provide to the Contractor nor to the

Contractor's staff any information obtained through the County conducted background clearance.

- 7.5.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification, if any, of the Contractor's staff, pursuant to this sub-paragraph 7.5, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

## **7.6 Confidentiality**

- 7.6.1 Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this sub-paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this sub-paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from

Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality and indemnification provisions of this Agreement.

7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G.

## **7.7 Staff Performance under the Influence**

Contractor shall not knowingly permit any employee to perform services under this Agreement while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair their physical or mental performance.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 AMENDMENTS**

8.1.1 For any change which affects the scope of work, term, Agreement Sum, payments, or any term or condition included under this Agreement, an Amendment shall be prepared by the County and then executed by the Contractor and by the Director or his/her designee.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his/her designee.

8.1.3 The Director or his/her designee may at his/her sole discretion, authorize extensions of time as defined in paragraph 4.0 - Term of Agreement. The Contractor agrees that such extensions of time shall not change any other term

or condition of this Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his/her designee.

- 8.1.4 The Director or his/her designee may require, at his/her sole discretion, the addition and/or change of certain terms and conditions in the Agreement to conform to changes in federal or state law or regulation or County policy, during the term of this Agreement. The County reserves the unilateral right to add and/or change such provisions as required by law, regulation or County policy, without the need for Contractor's written consent, to preserve this Agreement's conformity and compliance to federal and state law or regulation or County policy as deemed necessary by the County's Board of Supervisors, County Counsel or the Chief Executive Officer.

## **8.2 ASSIGNMENT AND DELEGATION**

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any



of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.4 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

### **8.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)**

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, or directors or



other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

## **8.6 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.6.1 Within ten (10) business days after Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.6.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.6.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.6.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.6.5 The Contractor shall preliminarily investigate all complaints and notify the Facility's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.6.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

- 8.6.7 Copies of all written responses shall be sent to the Facility's Project Manager within three (3) business days of mailing to the complainant.

**8.7 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS**

- 8.7.1 In the performance of this Agreement, Contractor shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other applicable industry best practices standards. All provisions required thereby to be included in this Agreement are incorporated herein by reference.
- 8.7.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this sub-paragraph 8.7 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

### **8.7.3 Facilities Rules and Regulations**

During the time that Contractor's agents, employees, or subcontractors are at a Facility, Contractor and such persons shall be subject to the rules and regulations of that Facility. Facility's Administrator shall furnish a copy of rules and regulations to Contractor pertaining to the Facility prior to the execution of this Agreement and, during the term of this Agreement, shall furnish Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of Contractor to acquaint all persons who may provide services hereunder with such rules and regulations. Contractor agrees to immediately and permanently withdraw any of its employees or subcontractors from the provision of services hereunder upon receipt of written notice from the Director that: (1) such employee or subcontractor has violated such rules or regulations, or (2) such employee's or subcontractor's actions while on County premises, indicate that such employee or subcontractor's actions while on County premises, indicate that such employee or subcontractor may adversely affect the delivery of health care services to County patients. The Director must submit with such notice a written statement of the facts supporting any such alleged violation or action.

## **8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS- ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS**

8.8.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

8.8.2 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding

companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 8.8.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.8.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.
- 8.8.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 8.8.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.8 when so requested by the County.
- 8.8.7 If the County finds that any provisions of this sub-paragraph 8.8 have been violated, such violation shall

constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.

8.8.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

8.8.9 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

## **8.9 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

8.9.1 Jury Service Program:

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Agreement.

8.9.2 Written Employee Jury Service Policy:

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days

of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or

that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.10 CONFLICT OF INTEREST**

8.10.1 No County employee whose position with the County enables such employee to influence the award or administration of this Agreement or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.10.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Agreement.

## **8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the Contractor shall give first consideration for such



employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

## **8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services (DPSS) Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. If the Contractor decides to pursue consideration of GAIN/GROW participants for hiring, the Contractor shall provide information regarding job openings and job requirements to DPSS' GAIN/GROW staff at [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov). The County will refer GAIN/GROW participants by job category to the Contractor.

8.12.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.13.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

### **8.13.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the



Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

#### **8.13.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### **8.13.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the

debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.13.5 Subcontractors of Contractor**

These terms shall also apply to subcontractors of County Contractors.

#### **8.14 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

#### **8.15 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM**

8.15.1 Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

8.15.2 Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

8.15.3 Failure by Contractor to meet the requirements of this subparagraph shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

#### **8.16 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

8.16.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.16.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.17 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

8.17.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

- 8.17.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles Code Chapter 2.206.

## **8.18 COUNTY'S QUALITY ASSURANCE PLAN**

- 8.18.1 The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards identified in the Statement of Work. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors.
- 8.18.2 The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.
- 8.18.3 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

## **8.19 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

- 8.19.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.19.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

- 8.19.3 County reserves the unilateral right to make any repairs which Director determines, in his/her sole discretion, to be a public safety issue requiring immediate repair. County will bill Contractor for the cost of said repair or deduct said cost from any outstanding amounts owed by County to Contractor.

## **8.20 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 8.20.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.20.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

## **8.21 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

## **8.22 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

## **8.23 FEDERAL ACCESS TO RECORDS**

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorize representatives, the Agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

## **8.24 FORCE MAJEURE**

8.24.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").



- 8.24.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.24.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.25 GOVERNING LAW, JURISDICTION, AND VENUE**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.26 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)**

- 8.26.1 Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents, that they are not to pursue, or gain access to, patient medical records for any reason whatsoever.
- 8.26.2 Notwithstanding the foregoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records. Contractor



understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

- 8.26.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

## **8.27 INDEPENDENT CONTRACTOR STATUS**

- 8.27.1 This Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.27.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.27.3 The Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any

injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Agreement.

8.27.4 The Contractor shall adhere to the provisions stated in subparagraph 7.6 - Confidentiality.

## **8.28 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Agreement.

## **8.29 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.29 and 8.30 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

### **8.29.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Department of Health Services  
Contracts and Grants Division  
313 N. Figueroa Street, 6E  
Los Angeles, CA 90012  
Attention: Kathy K. Hanks, C.P.M.  
Director, Contract Administration & Monitoring

And

County of Los Angeles  
Department of Health Services

Centralized Contract Monitoring Division  
5555 Ferguson Drive, Suite 210  
Commerce, CA 90022

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### **8.29.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.29.3 Cancellation of or Changes Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a

material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

**8.29.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

**8.29.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

**8.29.6 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

**8.29.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

**8.29.8 Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County

with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

#### **8.29.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.29.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

#### **8.29.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **8.29.12 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### **8.29.13 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### 8.29.14 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

### 8.30 **INSURANCE COVERAGE**

- 8.30.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$4 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$2 million

- 8.30.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 8.30.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also



shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

#### **8.30.4 Unique Insurance Coverage**

- **Contractors Pollution Liability** insurance shall cover liability arising from the release, discharge, escape, dispersal or emission of pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring and treatment of pollutants in compliance with governmental mandate or requests. Motor vehicle pollution liability will be required under the Automobile Liability Insurance indicated above under paragraph 8.30.2 for removal of pollutant from work site. Contractor shall maintain limits not less than \$1 million per occurrence and \$2 million aggregate.

#### **8.31 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES**

Contractor shall obtain and maintain in effect during the term of this Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their performance of services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder shall be made available to County upon request.

#### **8.32 LIQUIDATED DAMAGES**

- 8.32.1 If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other



remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

- 8.32.2 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Agreement that the Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Agreement Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix C, Technical Exhibit 3, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.32.3 The action noted in sub-paragraph 8.32.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Agreement.

8.32.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement provided by law or as specified in the PRS or sub-paragraph 8.32.2, and shall not, in any manner, restrict or limit the County's right to terminate this Agreement as agreed to herein.

### **8.33 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to the County.

### **8.34 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Agreement shall not restrict the Department of Health Services from acquiring similar, equal or like goods and/or services from other entities or sources.

### **8.35 NOTICE OF DELAYS**

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

### **8.36 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the Facility's Project Manager and/or Facility's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Agreement. If the Facility's Project Manager or Facility's Project Director is not able to resolve the dispute, the Director or his/her designee shall resolve it.

### **8.37 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

#### **8.38 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

#### **8.39 NOTICES**

8.39.1 All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

8.39.2 **Electronic Notice:** In addition, and in lieu of written notification, the Director, or his/her designee, shall have the authority to issue any notice to Contractor electronically via e-mail at the designated email address as identified in Exhibit F – Contractor's Administration. This includes all notices or demands required or permitted by the County under this Agreement.

#### **8.40 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Agreement and for a period of one year

thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

#### **8.41 PUBLIC RECORDS ACT**

8.41.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.43 - Record Retention and Inspection/Audit Settlement of this Agreement; as well as any documents that may have been submitted in response to a solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.41.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

#### **8.42 PUBLICITY**

8.42.1 The Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director or his/her designee. The County shall not unreasonably withhold written consent.

8.42.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this subparagraph 8.42 shall apply.

#### **8.43 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

8.43.1 The Contractor shall maintain, and provide upon request by County, accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

8.43.2 The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.43.3 In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report, including Statement of Auditing Standards No. 70 Type 2 Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.43.4 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.43 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.
- 8.43.5 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.
- 8.43.6 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County Agreements) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without

delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Agreement, including without limitation, records relating to work performed by said employees on the Contractor's non-County Agreements. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Agreement is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

#### **8.44 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

#### **8.45 RESTRICTIONS ON LOBBYING**

If any Federal funds are to be used to pay for Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its



subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

#### **8.46 SUBCONTRACTING**

8.46.1 The requirements of this Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Agreement.

8.46.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.46.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

8.46.4 The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.46.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. The Contractor is responsible to notify its subcontractors of this County right.

8.46.6 The Director or his/her designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.46.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and



their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

- 8.46.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles  
Department of Health Services  
Contracts and Grants Division  
313 N. Figueroa Street – 6E  
Los Angeles, CA 90012  
Attention: Kathy K. Hanks, C.P.M.  
Director, Contract Administration & Monitoring

before any subcontractor employee may perform any work hereunder.

**8.47 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.16 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to sub-paragraph 8.50 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

**8.48 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.17 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

#### **8.49 TERMINATION FOR CONVENIENCE**

8.49.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.49.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Agreement on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.49.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement shall be maintained by the Contractor in accordance with sub-paragraph 8.43, Record Retention and Inspection/Audit Settlement.

#### **8.50 TERMINATION FOR DEFAULT**

8.50.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Agreement, if, in the judgment of the Director or his/her designee:

- Contractor has materially breached this Agreement; or

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.50.2 In the event that the County terminates this Agreement in whole or in part as provided in sub-paragraph 8.50.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this sub-paragraph.

8.50.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.50.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or Contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-

paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.50.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.50, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.50, or that the default was excusable under the provisions of sub-paragraph 8.50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.49 - Termination for Convenience.
- 8.50.5 The rights and remedies of the County provided in this sub-paragraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## **8.51 TERMINATION FOR IMPROPER CONSIDERATION**

- 8.51.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.51.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or [www.lacounty.org](http://www.lacounty.org).
- 8.51.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

## **8.52 TERMINATION FOR INSOLVENCY**

8.52.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.52.2 The rights and remedies of the County provided in this subparagraph 8.52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## **8.53 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

## **8.54 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the County's Budget for

each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.55 UNLAWFUL SOLICITATION**

Contractor shall inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e. State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of all those bar associations within Los Angeles County that have such a service.

#### **8.56 VALIDITY**

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.57 WAIVER**

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.57 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### **8.58 WARRANTY AGAINST CONTINGENT FEES**

8.58.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

- 8.58.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM**

#### **9.1.1 Living Wage Program**

This Agreement is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J and incorporated by reference into and made a part of this Agreement.

#### **9.1.2 Payment of Living Wage Rates**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this sub-paragraph 9.1.2 under the Agreement:
  - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
  - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have



contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Agreement, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Agreement. If the Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Agreement. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If the Contractor is required to pay a living wage when the Agreement commences, the Contractor shall continue to pay a living wage for the entire term of the Agreement, including any option period.
4. If the Contractor is not required to pay a living wage when the Agreement commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term

of the Agreement, including any option period. The County may also require, at any time during the Agreement and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Agreement, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Agreement, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Agreement, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different Agreements between the Contractor and the County (of which both Agreements are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

#### **9.1.3 Contractor's Submittal of Certified Monitoring Reports**

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the

Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County (Exhibit K and Exhibit L), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

#### **9.1.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims**

During the term of the Agreement, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's Agreement with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

#### **9.1.5 County Auditing of Contractor Records**

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Agreement, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Agreement. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

#### **9.1.6 Notifications to Employees**

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

#### 9.1.7 **Enforcement and Remedies**

If the Contractor fails to comply with the requirements of this sub-paragraph, the County shall have the rights and remedies described in this sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Agreement. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
  - a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a

penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Agreement.

2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Agreement. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the

nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Agreement.
- 3. Debarment. In the event the Contractor breaches a requirement of this sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

#### 9.1.8 Use of Full-Time Employees

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Agreement unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Agreement. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Agreement unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

#### **9.1.9 Contractor Retaliation Prohibited**

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this sub-paragraph may constitute a material breach of the Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Agreement.

#### **9.1.10 Contractor Standards**

During the term of the Agreement, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

#### **9.1.11 Neutrality in Labor Relations**

The Contractor shall not use any consideration received under the Agreement to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

### **9.2 NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT**

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

### **9.3 REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE**



- 9.3.1 Contractor staff working on this Agreement shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Sections 11166 and 11167.
- 9.3.2 Contractor staff working on this Agreement shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.
- 9.3.3 Contractor staff's failure to report as required is considered a breach of this Agreement subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000 or both.

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IN WITNESS WHEREOF, Contractor has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR:

CONEJO CREST LANDSCAPE, INC.

By *M. Mento*  
Name

*Operations Manager*  
Title



COUNTY OF LOS ANGELES

By *Ben Yaroslansky*  
Chairman, Board of Supervisors

ATTEST:  
SACHI HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors

By *Benjamin Zavala*  
Deputy

APPROVED AS TO FORM:  
Andrea Ordin  
County Counsel

By *[Signature]*  
Deputy County Counsel

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By *Benjamin Zavala*  
Deputy

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

20 DEC 6 2011

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**EXHIBIT A**

**STATEMENT OF WORK**

**HIGH DESERT HEALTH SYSTEM**

**LANDSCAPE MAINTENANCE SERVICES**

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**EXHIBIT A**  
**LANDSCAPE MAINTENANCE SERVICES**  
**STATEMENT OF WORK (SOW)**

**1.0 SCOPE OF WORK**

- 1.1 Contractor shall provide all landscape services under the frequencies specified herein and listed as a summary in the Facility Specification Sheet, Exhibit C.
- 1.2 Contractor shall provide all labor, materials, supplies, and equipment, necessary for the proper performance of landscape services and tree trimming.
- 1.3 The landscaped area shall be maintained with a well-manicured, clean appearance, and all work shall be performed in a professional, workmanlike manner using quality equipment and materials. Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover or turf areas.
- 1.4 All Contractor's employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All Contractor's employees must wear safety and protective gear according to OSHA standards.
- 1.5 The purchase of all materials, supplies, vehicles, and equipment necessary to provide the required services is the responsibility of the Contractor.
- 1.6 The Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

**2.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS**

- 2.1 County reserves the right to add/delete Facilities, specific tasks and or work hours.
- 2.2 All changes must be made in accordance with sub-paragraph 8.1, Amendments, of this Agreement.

**3.0 QUALITY CONTROL**

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Agreement. The Plan shall be submitted to the Facility Project Manager for review. The plan shall include, but may not be limited to the following:

- 3.1 A method of monitoring to ensure that Agreement requirements are being met;
- 3.2 A method of maintaining records of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of



the problem, and the time elapsed between identification and completed corrective action.

Any records maintained by the Contractor shall be made available to the County upon request as defined in sub-paragraph 8.43, Record Retention and Inspection/Audit and Settlement of this Agreement.

#### **4.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Agreement using the quality assurance procedures as defined in sub-paragraph 8.18, County's Quality Assurance Plan, of this Agreement.

##### **4.1 Monthly Meetings**

Contractor is required to attend a scheduled monthly meeting. Failure to attend will cause an assessment of fifty dollars (\$50.00).

##### **4.2 Contract Discrepancy Report - Attachment 1**

4.2.1 Verbal notification of a Contract discrepancy will be made to the Contractor Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

4.2.2 The Facility Project Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Facility Project Manager within five (5) workdays with a plan for correction of all deficiencies identified in the Contract Discrepancy Report.

##### **4.3 County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

#### **5.0 DEFINITIONS**

In addition to the definitions contained in paragraph 2.0 - Definitions, of this Agreement, following are definitions of terms that are used in this SOW.

5.1 **Bed:** An area separate from pavement and lawns in which trees, shrubs, perennials and annuals can be arranged as part of a landscape design.

5.2 **Deadhead:** To "deadhead" plants means to remove their spent flowers. For many plants, deadheading promotes more flowering on the plants for that year than would occur without such plant care. For soft plants, deadhead by hand; other times deadhead with scissors or pruners.

- 5.3 **Drip line:** The outermost edge of a branch spread, including the leaves. When a tree or shrub is grown without much pruning, the root spread of a tree is generally thought to equal or exceed its branch spread.
- 5.4 **Edging:** A crisp edge between areas of the garden. Most typically used between a lawn and a flowerbed.
- 5.5 **Girdling:** The restriction or destruction of the vascular system within a root, stem, or branch that causes an inhibition of the flow of water and photosynthates in the phloem.
- 5.6 **Pruning:** The horticultural practice of cutting away an unwanted, unnecessary, or undesirable plant part, used most often on trees, shrubs, hedges, and woody vines. Pruning is used to remove diseased or injured parts of the plant to influence vertical or lateral growth for various reasons, and to increase flowering or fruit yield. Shrubs and trees are pruned to form decorative shapes. As in other horticultural practices, the type of pruning and its timing vary and must be adapted to the specific plant and the conditions of its environment.

Types of Pruning:

Coarse pruning: Removal of deadwood greater than two inches diameter and any hazardous branches.

Medium pruning: Includes Coarse pruning, plus removal of deadwood greater than one inch diameter and specialty treatments (raising branch height, site clearance, crossing or broken branches, thinning canopy).

Fine pruning: Includes Medium pruning, plus removal of all deadwood and any water sprouts and suckers; inspection for health conditions. Climber should inspect to the tip of every branch. Up to 15% of canopy may be removed for light and air penetration.

Raising branches: Removal of lowest branches to a prescribed height for appropriate clearance needs. Generally nine (9) feet for pedestrian areas and walkways and fourteen (14) feet for vehicular roadways.

- 5.7 **Staking:** The securing of a tree or large shrub using rope or guy wires and wood stakes to hold it in place after planting and usually left in place for one year.
- 5.8 **Crowning:** A type of pruning; the selective removal of live branches to reduce crown density.

Types of Crowning:

- Crown cleaning: The selective removal of one or more of the following items: dead, dying or diseased branches, weak branches and watersprouts.
- Crown thinning: The selective removal of branches of increase light penetration, air movement and reduce weight.
- Crown raising: The removal of the lower branches of a tree to provide clearance.

5.9 **Thinning:** The selective cutting away of individual branches to create open spaces within the plant, remove dead limbs or branches, produce symmetry and train a plant to look more natural.

5.10 **Vertical Mowing:** Vertical mowing is the use of blades, rotated in a vertical plane, that penetrate the turf and bring organic matter and soil up to the surface from a very shallow depth. Deeper vertical mowing (or verticutting) is used on lawns to physically remove the accumulated thatch. This procedure can be destructive to shallow-rooted turfgrasses, particularly during periods of stress, and can damage the site. The best time for vertical mowing is just prior to the peak growth periods. Verticutting should not be done when temperatures are forecasted to be over 85' F since the stress damage it puts on the grass plants is compounded by very warm temperatures. Deep vertical mowing can be part of a renovation program to help prepare for a seedbed. This will open up the turf considerably, allowing seed-soil contact.

## 6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

### COUNTY

#### 6.1 Furnished Items

6.1.1 County may provide storage facilities for Contractor's use as determined by County. In the event said facilities are provided, Contractor's use thereof shall be only for the purpose of storing equipment and materials required for maintenance of this facility. Contractor is prohibited from use of said storage facilities or any other County property for the conduct of his/her business interests that are not directly related to, or required by this Agreement.

6.1.2 Contractor assumes all risks of loss and damage to materials and equipment stored.

### CONTRACTOR

## 6.2 Project Manager

- 6.2.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis.
- 6.2.2 Project Manager shall act as a central point of contact with the County.
- 6.2.3 Project Manager shall demonstrate previous experience in the management of work requirements for commercial enterprises or public entities similar in size and complexity.
- 6.2.4 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Agreement. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.
- 6.2.5 Emergency service response time is expected within two (2) hours of notification by the Facility Project Manager or designee, on any day, at any time.

## 6.3 Personnel

- 6.3.1 Contractor shall assign a sufficient number of employees to perform the required work. **At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.**
- 6.3.2 Contractor shall provide a thoroughly trained Supervisor for the facility.
- 6.3.3 Supervisor or lead person shall be knowledgeable in all aspects of the maintenance operation and shall have access to the Facility Project Manager during all hours of shift coverage.
- 6.3.4 Contractor shall inform their employees that smoking is prohibited in all County facilities, except in the designated areas as approved by the Facility Project Manager.
- 6.3.5 Contractor's employees may not bring any type of weapons or unlawful goods onto County facilities.

## 6.4 Materials and Equipment

- 6.4.1 The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

- 6.4.2 County will provide automatic control valves, gate valves, and pumping systems if it is determined that malfunction is due to wear and tear and not damage by the Contractor.
- 6.4.3 Complete piping replacement of the irrigation system is not required of Contractor. However, the Contractor is responsible for the repair and replacement of leaking main and lateral irrigation lines.
- 6.4.4 The Facility has areas that do not have an automatic irrigation system. These areas will be outlined to the Contractor and must be manually watered.

## **6.5 Training**

- 6.5.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- 6.5.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

## **6.6 Contractor's Office**

- 6.6.1 Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.** Failure to respond within the two-hour time frame will be cause for assessment in accordance with the Performance Requirements Summary (PRS), Attachment 2.
- 6.6.2 The Contractor shall maintain a written log of all complaints, the date, time, and the action taken or reason for the non-action. The log of complaints shall be open to the inspection by the Facility Project Manager or designee at all reasonable times.

## **7.0 HOURS /DAYS OF WORK**

Contractor shall generally provide services between the hours of 6:00 a.m. to 6:00 p.m., Monday through Friday, except for County observed Holidays. The Facility Project Manager will provide the Contractor a list of County-recognized holidays.

## **8.0 WORK SCHEDULES**

- 8.1 Contractor shall submit for review and approval a work schedule for the facility to the Facility Project Manager within ten (10) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed. Additionally, for Seasonal/Periodic Services the schedule shall include an itemized cost detail for each service to be performed in accordance with the Unscheduled - Seasonal/Periodic/Other Services Price Sheet, Exhibit B-2.
- 8.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the Facility Project Manager for review and approval within five (5) working days prior to scheduled time for work.

## **9.0 SPECIFIC WORK REQUIREMENTS – ROUTINE SERVICE**

The following are specific routine tasks Contractor shall perform during the Agreement term:

### **9.1 MECHANICAL OPERATIONS**

#### **9.1.1 HAZARD REDUCTION PRUNING (HRP)**

- a. The primary objective is to reduce the danger to a specific target caused by visibly defined hazards in a tree. For example, HRP may be the primary objective if a tree had many dead limbs over a park bench, overhanging walks etc.
- b. HRP shall be completed to maintain a nine (9) foot vertical clearance for all branches over hanging walks and fourteen (14) foot vertical clearance for branches over hanging beyond curb line into the paved section of roadways.
- c. Contractor shall prune all plant materials where necessary to maintain safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.
- d. Pruning shall be completed as specified in sub-paragraph 10.8, Tree Pruning.
- e. HRP services are part of routine landscape maintenance services and shall be completed at no additional cost to the County.

Hazard Reduction Pruning (HRP) – Frequency:  
As needed.

#### **9.1.2 MOWING**

- a. Mowing operations shall be performed in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.
- b. Turf shall be mowed with a reel-type mower equipped with rollers or a rotary-type mower.
- c. All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened.
- d. Mowing height shall be appropriate to turf species and use parameters. Mowing heights may vary for special events and conditions.
- e. Mowing operation shall be scheduled Monday through Friday unless revised by the Facility Project Manager.
- f. All grass clippings shall be mulched and placed into the soil.
- g. Walkways shall be cleaned immediately following each mowing so that no clippings create a hazardous condition.
- h. Mowing of turf at the facility shall be completed in one operation.

Mowing Site Inspection and Reporting:

Prior to initiating a mowing operation, the site is to be inspected by a knowledgeable and responsible Contractor employee who will determine the practicality of initiating the operation. Litter shall not be shredded by mowers, glass bottles shall not be driven over and broken, and excessively wet turf areas shall not be driven across. Damaged sprinkler heads and valve box covers shall be immediately responded to by the Contractor.

If a mowing operation cannot be completed thoroughly within the designated time frame, the Facility Project Manager shall be immediately notified through the Contractor's communication network.

Mowing – Frequency:

All turf areas shall be mowed no less than once (1) every week for a minimum total mowing frequency of 52 times per year. The Contractor may choose to provide additional mowing frequencies at no additional cost to the County.

9.1.3 EDGING

- a. Contractor shall maintain all groundcover areas contiguous to turf areas neatly edged with all grass invasions eliminated.
- b. All groundcover and flower bed areas where maintained next to turf areas shall be kept neatly edged and all grass invasions eliminated.



- c. All turf edges, including but not limited to sidewalks, drives, curbs, shrub beds, flower beds, groundcover beds, around tree bases, shall be edged to a neat and uniform line at all times.
- d. All turf edges shall be trimmed or limited around sprinklers to provide optimum water coverage, valve boxes, meter boxes, backflow devices, and other equipment and obstacles.
- e. Walkways shall be cleared immediately following each mechanical edging to remove accumulated debris and limit hazardous conditions.

Clearance:

Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen (18) inches from the trunks of trees and away from the drip line of shrubs by use of approved chemicals, manual or mechanical devices.

Mechanical Edging and Frequency:

Mechanical edging shall be completed as one (1) operation in a manner that ensures a well defined edge. All walkways shall be edged with a power blade edger.

Mechanical edging of turf shall be performed 26 times per year; once every other week.

Mechanical edging of groundcover shall be performed 26 times per year, once every other week.

9.1.4 HEDGE TRIMMING

- a. Prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and proportionate size.
- b. Restrict growth shrubbery to area behind curbs and walkways and within planter beds by trimming.
- c. Under no circumstances shall hedge shears be used as a means of pruning. Prune all plant materials where necessary to present or eliminate hazardous conditions to vehicles or pedestrians.
- d. All cuts shall be made sufficiently close, flush if possible, to the parent stem so that healing can readily start under normal conditions.
- e. All limbs one and one-half inches (1 ½ ") or greater in diameter shall be undercut to prevent splitting.
- f. Remove all dead diseased and unsightly shrubs and branches.

- g. Remove all clippings the same day that plant materials are pruned or trimmed.

Hedge Trimming – Frequency:

Formal hedge trimming; twice a month, as needed.

## **9.2 MANUAL OPERATIONS**

### **9.2.1 CHEMICALS**

- a. All work involving the use of chemicals shall be in compliance with all Federal, State, and local laws and will be accomplished by a Licensed Qualified Applicator under the direction of a Licensed Pest Control Advisor. Contractor, in complying with the California Food and Agricultural Code, shall provide, to the Facility Project Manager, a copy of a valid Pest Control Operator's License and a valid Pest Control Advisor's License or a copy of said licenses from a sub-contractor thirty (30) days prior to using any and all applicable chemicals within the areas(s) to be maintained.
- b. Contractor shall submit a listing of proposed chemicals to be used; including commercial name, application rates and type of usage to the Facility Project Manager for approval at the commencement of the contract. No work shall begin until written approval of use is obtained from the Facility Project Manager.
- c. Chemicals shall only be applied by those persons possessing a valid California Certified Pest Control Applicator's license. Application shall be in strict accordance with all governing regulations. Respirators and appropriate protective gear will be used in the application of chemicals as required by the California Occupational Safety and Health administration (Cal-OSHA), Department of Agriculture and other regulatory agencies.

Chemical Utilization Records:

Records of all operations stating dates, times, methods of applications, chemical formulations, applicators names, and weather conditions shall be made and retained in an active file for a minimum of three (3) years.

Contractor will provide a chemical use report (site specific) with monthly billing. A copy of the Pest Control Advisor's recommendation for each application (site specific) shall be provided to monitor and applicator prior to each application. This shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.

Special Permits:

All chemicals requiring a special permit for use must be registered, and a permit obtained from County Agricultural Commissioner's Office. An approved copy of permit shall be submitted to the Facility Project Manager five (5) days prior to intended chemical usage.

All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.

Chemical Application:

Contractor shall apply chemicals when air currents are still, preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application. Contractor shall apply herbicide per manufacturer's recommendation.

Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, a second application shall be applied at no additional cost to the County. Weeds treated using a systemic chemical shall be left in place per manufacturer's recommendation.

If kill is not complete by the time specified in the manufacturer's recommendation, a second application, at no additional cost to the County, shall be made. After complete kill, all dead weeds shall be removed from areas.

Frequency:

Chemical turf detailing around trees, turf boundaries, and various irrigation components; once every two (2) months, or as stated. Chemical application to beds, planters, walkways, medians, curb and gutter expansion joints in all hard surface areas, slopes, hillsides; once (1) each month.

Chemical Application Notification:

Contractor shall give the Facility Project Manager twenty-four (24) hour notification of use of chemicals for landscape areas.

9.2.2 CULTIVATION

Cultivate beds to ensure a neat appearance using appropriate equipment designed to loosen the soil to a depth of three (3) inches. Care shall be taken so as not to disturb plant materials, or their roots, in accomplishing this operation.

Cultivation – Frequency:

Once every two weeks; as needed.

9.2.3 FLOWER BEDS

Any and all diseased plants are to be removed from all beds and then disposed properly. Broken, damaged, or unsightly flowers or plant parts are to be removed promptly.

No contact weed control chemical may be used in flower beds after they are planted for the season. Appropriate mulches are encouraged but

must be aesthetically compatible and not physically or chemically harmful.

Flower Beds – Frequency:

Thinning of flower beds; twice a month, as needed.

9.2.4 GROUND COVER

Contractor shall remove all dead, diseased, and unsightly branches, vines or other growth as they develop.

All ground cover areas shall be pruned to maintain a neat edge along planter box walls.

Any runners that start to climb building, shrubs, or trees shall be pruned out of these areas.

Ground Cover – Frequency:

Ground cover thinning; twice a month, as needed.

9.2.5 HAZARDOUS MATERIALS

Contractor shall not dispose of hazardous material(s) on site. All such materials collected must be disposed of in compliance with all applicable rules, laws, and/or regulations.

9.2.6 IRRIGATION

**NOTE: The irrigation valves are shut down from November through March due to freezing weather conditions. Irrigation services need to be provided daily for the first few days of start up and weekly as needed once all the systems are up and running.**

Water requirements by plants vary according to the season and a particular year; the Contractor shall pay extremely close attention to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed as well as the varieties shall be taken into consideration.

- a. All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth. Watering shall be regulated to avoid interference with any use of the roadways, pavements, walks, or areas as designated for scheduled special events.
- b. In the areas where wind creates problems of spraying water onto private property or road right-of-ways, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur at night or early morning hours.
- c. Consideration must be given to soil conditions, humidity, minimizing runoff, and the relationship of conditions, which affect day and night

watering. This may include daytime watering during freezing weather to prevent icy conditions, manual operation of the irrigation system, and/or hand watering with portable sprinklers during periods of windy or inclement weather.

- d. The delivery of adequate moisture to the landscaped areas shall include, but not be limited to hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves. Adequate soil moisture will be determined by, but not be limited to:
  - Adjusting and setting the automatic controller to establish frequency and length of watering period, and monitoring all irrigation controllers.
  - Using a soil probe to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones.
  - Controlling the Irrigation system in such a way as not to cause any excessively wet or "waterlogged" areas which could interfere with the ability to mow all turf. "In lawn" trees and other planting shall be protected from over-watering and run-off drowning.
  - Immediately watering "New turf" after mowing (up through the sixth mowing). Well established turf shall not be watered for at least four (4) hours after mowing.
  - Watering all groundcover areas as needed to maintain a healthy condition, with appropriate care being taken not to over water in shady areas.
  - Complying with applicable water restriction regulations and directives.

#### 9.2.7 IRRIGATION SYSTEM MAINTENANCE

- a. Contractor and Facility Project Manager or designee will conduct an inspection of the irrigation equipment at Facility to ensure operability within sixty (60) days of service start date. Contractor will submit a written report verifying working order of each irrigation system. County may ask to have the system repaired to a satisfactory condition. Once repaired, the Contractor will be required to keep the system in working condition. This also applies to landscape sites added during the term of the contract.
- b. After inspection with County staff, Contractor will be responsible for the irrigation system, including **lateral lines**. Contractor will maintain a comprehensive monthly system operability check that will identify malfunctions and needs for repair. County is responsible for the main lines and back flow.

- c. Contractor shall, at all times, maintain the system in an operational state by repairing/replacing the irrigation system consisting of automatic controllers, control valves, gate valves, risers, quick couplers, swing joints and sprinkler heads including providing small parts: solenoids, filter screens, diaphragms, gaskets, springs, screws, adjustment screws, washers, "O" rings, wring and nozzles, at no cost to the County.

In addition to repair and replacement, Contractor must:

- Adjust valves and sprinkler heads.
- Replace all risers and swing joints to the lateral lines.
- Replace button type turf and shrub heads.
- Replace all missing covers to valve boxes.
- Provide caps and plugs

Contractor shall ensure that all personnel working on the irrigation system are fully trained in all phases of landscape irrigation systems and can easily identify and isolate problems and perform the proper testing and inspection of the irrigation system and the maintenance of the sprinkler heads. This knowledge of landscape irrigation systems shall include but not be limited to the operation, maintenance, adjustment and repair of said systems and their components.

In order to ensure the operability of the irrigation system, Contractor shall sequence controller(s) to each station manually to check the function of all facets of the irrigation system weekly and report any damage, malfunctioning equipment, and/or incorrect operation to the Facility Project Manager or designee. During the testing, Contractor shall:

- Adjust and clean sprinkler heads for correct coverage to prevent excessive runoff and/or erosion and to prevent the spread onto roadways, sidewalks, hard surface areas, and private property. (may require the removal of the sprinkler head for this function)
- Unplug clogged heads and flush lines to free lines of rocks, and debris once every four (4) months.
- Flush irrigation lines of grit and gravel by removing the lat head of each lateral and operating the system until those materials are expelled.
- Check the Facility for irrigation system malfunctions, damage, obstructions, and hazards created by the system. Immediately report such findings to the Facility Project Manager along with corrective action taken. Provide the Facility Project Manager with a monthly comprehensive system operability check that identifies malfunctions, timely corrective action taken, and needs for repair.

- Inspect and test all irrigation systems as necessary when damage is suspected, observed, or reported.
- Repair/replace malfunctioning quick couplers, pumping systems, manual or automatic valves, and sprinkler heads within (1) watering cycle irrigation damage shall be repaired or replaced with same size, and quantity or substitutes approved by the Facility Project Manager prior to installation.
- Correct malfunctioning irrigation systems and equipment within two (2) hours of identification or following verbal notification.
- Replace irrigation system with originally specified equipment of the same size and quality or substitutes' approved by the Facility Project Manager prior to any installation.
- Control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the Facility Project Manager.

If an automatic irrigation system or a portion of a system malfunctions, the Contractor, when authorized by the County, shall be responsible for the manual manipulation of that system for a period of 30 days from the date of the authorization. If the system requires manual manipulation for a greater period, the Facility Project Manager may opt to pay the Contractor additionally to continue the manual manipulation, or the Facility Project Manager may decide to terminate the supplemental irrigation. Such work shall be considered Other Work and shall be compensated as provided in Paragraph 10, Unscheduled Work – Seasonal/Periodic Services.

Irrigation System Maintenance – Frequency:  
Weekly, as needed.

#### 9.2.8 LITTER CONTROL

- a. Complete policing and litter pick-up to remove paper, glass, trash, undesirable materials, siltation and other accumulated debris within the hard surfaces, and landscaped areas to be maintained including, but not limited to, walkways, between and around planted areas, drains, parking lots, steps, planters, drains and catch basins shall be accomplished to ensure a neat appearance.
- b. Complete policing, litter pick-up, supplemental hand sweeping of parking space, gutters, and other parking spaces inaccessible to power equipment shall be accomplished to ensure a neat appearance.



- c. Contractor shall be required to remove all trash, clippings, and any other debris which results from its maintenance services and provide for its disposal on a daily basis.
- d. Contractor shall not use County trash bins for maintenance operations. Contractor shall not dispose of hazardous material(s) on site. All such materials collected must be disposed of in compliance with all applicable rules, laws, and/or regulations.

Litter Control – Frequency:

Litter control shall be completed daily Monday through Friday no later than 7:30 a.m.

9.2.9 RAKING

Accumulation of leaves shall be removed from all landscaped areas including but not limited to beds, parking lots, walkways, planters, and turf areas under trees and removed from Facility site. Use of hand held blowers will be allowed unless legal authority dictates otherwise. Facility may dictate “no blowers”.

Raking – Frequency:

- Turf under trees; at each service interval.
- Shrubs, beds and planters; at each service interval.

9.2.10 RODENT CONTROL

Contractor shall maintain all areas free of rodents including but not limited to gophers and ground squirrels, since they may cause damage to turf, shrubs, groundcover, trees, and irrigation systems. The rodenticide product to be used shall be recommended by a licensed Pest Control Advisor, applied by a person possessing a valid California Certified Pest Control Applicator's license, and pre-approved by the Facility Project Manager.

Rodent Control – Frequency:

As needed.

9.2.11 TRASH BINS

Contractor shall collect and remove ALL clippings the same day that plant materials are pruned, raked, mowed, or trimmed. Contractor shall not use County trash bins for maintenance operations.

9.2.12 WEED CONTROL

- a. Contractor shall eradicate weeds from turf and cultivated and non-cultivated areas. This will include pre-emergent and/or post-emergent chemical applications to turf areas.
- b. Methods for removal of weeds, turf encroachment and detailing shall incorporate one (1) or all three (3) of the following: Hand Removal, Cultivation, and Chemical Eradication.

- c. All grass-like type weeds, morning glory or vine-weed types, ragweed or other underground spreading weeds shall be kept under strict control.
- d. Remove or control all weeds and grass from beds, planters, walkways, drainage areas, expansion joints in all hard surface areas, driveways, parking lots, patios, roadways, slopes, hillsides, bare areas, around irrigation sprinkler heads and undeveloped areas.

Weed Control – Frequency:

- Walkways, beds, planters, and landscapes shall be inspected, spot treated, and weeds removed; once (1) each month.
- Developed areas of the facility that have become denuded shall be maintained weed free; once (1) each month.
- Designated areas of a facility that are left in a natural state so that the plant's root systems are utilized to stabilize the soil, may occasionally need to be mowed or otherwise controlled to a given height for appearance or fire suppression reasons; once (1) a month.

9.2.13 STAKING AND TYING

a. Staking and Tying:

- Contractor shall replace missing or damaged stakes where the tree diameter is less than three (3) inches.
- Stake in those cases where tree has been damaged and requires staking for support.
- Stake new trees or recently planted trees which have not previously been staked.

b. Materials:

- Tree stakes, two (2) per tree, shall be pentachlorophenol treated lodge pole pine not less than eight (8) feet in length for five (5) gallon size trees and not less than ten (10) feet for fifteen (15) gallon size trees.

c. Criteria For Staking and Tying:

- Guy wires where required and plant ties will be of pliable, zinc-coated ten (10) gauge wire (two (2) ties per tree).
- Hose for covering wire shall be either new or used garden hose at least one-half (1/2) inch in diameter (hose ties should allow for minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured).

- Stakes will be placed eight (8) inches from the trunk of the tree. Stakes and ties will be placed so no chafing of bark occurs.

Staking and Tying – Frequency:

As needed. Damaged trees shall be staked and tied within twenty-four (24) hours of identification of damage by Contractor or of County or the public's notification to Contractor. Replacement stakes or new staking shall be completed within five (5) days.

### **9.3 DAMAGE TO SHRUBS, TREES, TURF OR GROUND COVER**

All damage to shrubs, trees, turf or ground cover done by Contractor employees shall be repaired or replaced within five (5) working days.

All repairs or replacements shall be completed in accordance with the following maintenance practices:

**9.3.1 Shrub Damage:**

Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replaced to comply with the provisions in the specifications.

**9.3.2 Chemical Damage:**

All damage resulting from chemical operation, either spray-drift or lateral leaching shall be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to ensure its ability to support plant life.

**9.3.3 Tree Damage:**

Minor damage such as bark lost from impact of mowing equipment shall be remedied by a qualified tree surgeon or arborist. If damage results in loss of tree, the damaged tree shall be removed and replaced to comply with the specified instructions of the Facility Project Manager. All trees permanently damaged will be replaced at County's expense with the exception of those damaged or destroyed due to fault of Contractor or its employees. Replacement shall be with the identical species of tree existing previously, unless otherwise notified in writing by the Facility Project Manager or designee. Size of the replacement shall be of like size not to exceed 24 inch box specimen container size. The need for replacement will be determined by the Facility Project Manager or designee.

### **9.4 PLANT MATERIALS**

Plant materials shall conform to the requirements of the landscape plan of the area and to "Horticultural Standards" of American Association of Nurserymen as

to kind, size, age, etc. Plants of record and specification should be consulted to ensure correct identification of species. Plant material larger than those specified may be supplied if complying in all other respects. Substitutions may be allowed but only with prior written approval by the Facility Project Manager.

9.4.1 Nomenclature:

Plant names used in the landscape plan are to conform to the "Standardized Plant Name List" by the American Joint Committee on Horticultural Nomenclature. In those cases not covered therein, the custom of the nursery trade will be followed.

9.4.2 Quality:

Plants shall be sound, healthy, vigorous, and free from plant disease, insect pest or their eggs, shall have healthy normal root systems, comply with all State and local regulations governing these matters, and be free from any noxious weeds.

All trees shall be measured six (6) inches above the ground surface. Where caliper or other dimensions of any plant material are omitted from the "Standardized Plant Name List", it shall be understood that these plant materials shall be normal stock for the type listed, and must be sturdy enough to stand safely without staking.

All shrubs shall be guaranteed to live and remain in healthy condition for no less than 90 days from the date of planting by the Contractor.

9.4.3 Shape and Form:

Plant materials shall be symmetrical, and/or typical for variety and species and conform to measurements specified in the "Standardized Plant Name List".

All plant materials must be provided from a licensed nursery and shall be subject to acceptance as to quality by the Facility Project Manager.

## **10.0 UNSCHEDULED WORK – SEASONAL/PERIODIC SERVICES**

The Facility Project Manager or designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.

Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, the Facility Project Manager or designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.

When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact the Facility Project Manager for approval before

beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit an invoice to the Facility Project Manager within five (5) working days after completion of the work.

All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.

The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

## **10.1 AERIFICATION**

Upon County's written approval for aerification services, Contractor shall:

- 10.1.1 Aerate all turf areas by using a device that removes one-half inch cores to a depth of two inches and not more than six inch spacing on center.
- 10.1.2 Complete turf aerification during the period of April through November. In the fall, overseed all aerified turf areas. Aerify, renovate or verticut, seed, and mulch (spread evenly over the entire area to a uniform depth of 1/4 inch) in sequence. Additionally, aerification may be required immediately after vertical (thatch removal) operation and just prior to over seeding and fertilization.
- 10.1.3 Remove all cores from the turf and dispose off-site or thoroughly pulverized within twenty-four (24) hours after aerating.

### Aerification – Frequency:

Turf aerification may be requested one (1) time per year, beginning in the spring and completed by the fall.

## **10.2 DISEASE/INSECT CONTROL**

It is the County's intent to maintain all landscape areas free of disease and insects that could cause damage to plant materials including but not limited to trees, shrubs, groundcover, and turf.

Notification of any disease, insects, or unusual conditions that may develop shall be reported to the Facility Project Manager. Upon County's written approval for disease/insect control services, Contractor shall:

- 10.2.1 Disease: Submit an action plan that at a minimum describes in detail a disease control program to control and prevent all common diseases from causing serious damage, frequency of service, staff hours per frequency, and as applicable license/certificate numbers of person performing task. The action plan shall be submitted within ten (10) days of County's request for services. Disease control shall be achieved utilizing materials and rates recommended by an Arborist.

- 10.2.2 Insect: Submit an action plan that at a minimum describes in detail an insect control program to prevent all common insects from causing serious damage. Insect control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.

Disease/Insect Control – Frequency:  
As needed.

### **10.3 FERTILIZATION (Per Application)**

Upon County's written approval for fertilization services, Contractor shall:

- 10.3.1 Apply fertilizer in sections determined by the areas covered by each irrigation system. Immediately after fertilization, thoroughly soak all areas fertilized.
- 10.3.2 Apply fertilizer within the tree drip line to provide healthy color. Fertilizer should be organic and granular in form without trace elements.
- 10.3.3 Apply fertilizer to provide a healthy color in all shrubs and groundcover. Foliar feeding may be used if applicable. Fertilizer shall be organic and granular in form without trace elements.
- 10.3.4 Apply not less than one (1) pound of actual available nitrogen in a balance fertilizer form for each one thousand (1,000) square feet of turf area. All fertilizer shall be inorganic and granular in form with an approximate ratio of 4-1-2.
- 10.3.5 Fertilize utilizing ratios and mixtures per manufacturer's recommendation.

Fertilization – Frequency:  
Three times per year.

### **10.4 TURF RENOVATION**

Upon County's written approval for turf renovation services, Contractor shall:

- 10.4.1 Renovate turf to the soil line and remove all excessive thatch. Upon completion of turf renovation, all turf areas shall be over seeded, mulched and watered.
- 10.4.2 Overseed area utilizing blends or mixtures per manufacturer's recommendation to maintain a good appearance.
- 10.4.3 Spread mulch evenly over the entire area to a uniform depth.

Renovation - Turf – Frequency:  
Once a year.

## **10.5 VERTICAL MOWING**

Upon County's written approval for vertical mowing services, Contractor shall:

10.5.1 Vertical mow to remove thatch in turf areas, to encourage healthy growth and to maintain acceptable appearance.

10.5.2 Avoid unnecessary or excessive injury to turf grass.

10.5.3 Sweep or rake dislodged thatch from turf areas and remove from facility site.

10.5.4 Use standard renovating or vertical mowing equipment.

Vertical Mowing – Frequency:

Once a year.

## **10.6 TURF RESEEDING/RESTORATION OF BARE AREAS**

The Facility Project Manager may require the use of sod when deemed necessary. The Contractor shall be entitled to additional compensation for the cost of the sod only provided loss of turf was not due to Contractor negligence. Upon County's written approval of services, Contractor shall:

10.6.1 Overseed areas utilizing blends or mixtures at the rate of application as required to maintain a good appearance.

10.6.2 Overseed all damaged, vandalized or bare areas to re-establish turf to an acceptable quality compatible to that of existing turf.

10.6.3 Commence overseeding no later than October 1 and be completed within three (3) weeks of commencement.

Turf Reseeding/Restoration of Bare Areas – Frequency:

Once a year.

## **10.7 TREE MAINTENANCE**

It is the County's intent to ensure that all trees are pruned and/or thinned at the Facility once every three years through its own resources, by Contractor, or assign the work to another Contractor.

In any case, Contractor shall submit for approval a written estimate along with an action plan detailing the proposed schedule of tree pruning and/or thinning of all trees at Facility to be performed every three years. The action plan shall at a minimum describe in detail the type of tree service to be performed (i.e., Coarse pruning, fine pruning, raising branches, crowning, thinning), a detailed cost for each type of tree service to be performed, staff hours per frequency, and as applicable license/certificate numbers of person performing task. The work



schedule shall include the time frames by day of the week, morning, and afternoon. The action plan shall be submitted 90 days prior to the proposed scheduled start date. No unscheduled work shall be performed without County's prior written authorization.

Upon County's written approval for tree maintenance services, Contractor shall:

- 10.7.1 Follow the International Society of Arboriculture (ISA's) Tree Pruning Guidelines, more recent ANSI A300 Pruning Standards, ANSI Z133.1 Safety Standards, and as described in sub-paragraph 10.8, Tree Pruning.
- 10.7.2 Prune and/or thin all trees at Facility once every three years, unless otherwise approved by the Facility Project Manager or designee.
- 10.7.3 Use a Certified Arborist and/or a certified horticulturist, approved by DHS Facility, for providing direction during maintenance.
- 10.7.4 Use a skilled and experienced Tree Trimmer to perform the various tree maintenance services described herein.
- 10.7.5 Ensure that all work is performed in a safe manner as established by the California Occupational Safety and Health Administration (Cal-OSHA) and other regulatory agencies.

If Contractor recommends that a particular tree does not require service during an agreement year, the Facility Project Manager may take that recommendation into consideration. However, if the Facility Project Manager does not agree with Contractor's recommendation, then Contractor shall provide the tree service.

Tree Maintenance – Frequency:

Once every three years. Next scheduled maintenance is in calendar year 2012.

## **10.8 TREE PRUNING**

Upon County's written approval for tree pruning services, Contractor shall prune trees with the intent of developing structurally sound trees, symmetrical in appearance with the proper vertical and horizontal clearance.

Under no circumstances shall hedge shears be used as a means of pruning trees. All dead and damaged branches and limbs shall be removed at the point of breaking.

All trees shall be trimmed to prevent encroachment on private property.

All wounds to trees and shrubs one (1) inch in diameter or over shall be painted with asphaltic base tree paint immediately after pruning.

10.8.1 Pruning Procedures:

Rapid healing of pruning wounds is dependent upon where the cut is made when removing limbs. NEVER LEAVE SHORT STUBS. Some trees produce a corky ring of growth where a limb originates. The pruning cut shall be made toward the outside portion of the "collar." If a tree does not produce this characteristic "collar," then make the cut flush to the limb where it is growing.

- a. All limbs 1 1/2" or greater in diameter shall be undercut to prevent splitting. All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.
- b. All cuts exceeding 1/2" shall be treated with an appropriate tree heal compound.
- c. All equipment utilized shall be clean, sharp and expressly designed for tree pruning.
- d. Only rope and saddle climbing gear without climbing spurs or spikes will be allowed for pruning live trees.

10.8.2 Pruning Criteria:

The initial step of pruning shall be the removal of all deadwood, weak, diseased, insect infested and damaged limbs.

- a. All trees shall be pruned for vertical and horizontal clearance. Such clearances are nine (9) feet for pedestrian areas and walkways and fourteen (14) feet for vehicular roadways.
- b. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline. Limbs should extend alternately from the trunk on twelve (12) inches or twenty-four (24) inch spacing.
- c. All trees shall be thinned of smaller limbs to distribute the foliage evenly.
- d. All trees shall be trimmed and shaped to provide a symmetrical appearance typical of the species.
- e. All suckers and sprouts shall be cut flush with the trunk or limb.
- f. No stubs will be permitted.
- g. Contractor shall report to the Facility Project Manager all structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage.

- h. Contractor shall place special emphasis upon public safety during pruning operations, particularly when adjacent to roadways and pedestrian areas.
- i. All trimmings and debris shall be removed and disposed of off-site at the end of day's work.
- j. All trees which are downed by either natural or unnatural causes, shall be removed and disposed off-site. Where possible, stumps shall be removed to 12 inches below grade and wood chips and hole backfilled to grade.
- k. In accordance with Fish and Game Code, Section 3503, the Contractor shall not "take, possess, or needlessly destroy the nest eggs of any bird, except as otherwise provided by this code or any regulation made pursuant thereto." In case of an accidental take, the Contractor shall contact the California Department of Fish and Game at (562) 590-5126.
- l. All walkways, entrances and exits to buildings shall be clear of debris and accessible to wheelchair and ambulatory traffic in areas where pruning is being performed.
- m. Parking lots and stalls shall not be blocked without prior arrangements with the Facility Project Manager.

**10.8.3 Scheduled Pruning:**

- a. Pruning shall be scheduled and performed during the Fall (October through December) of each agreement year.
- b. Pruning services shall not exceed two (2) weeks. Extended periods may be allowed at the discretion of the Facility Project Manager.
- c. Rescheduling is at the discretion of the Facility Project Manager or designee. Contractor will be notified within at least five (5) working days prior to reschedule pruning.

**Tree Pruning – Frequency:**

Once every three years. Next scheduled maintenance is in calendar year 2012.

**10.9 UNSCHEDULED OTHER WORK**

- 10.9.1 The Facility Project Manager or designee may authorize the Contractor to perform landscape-related unscheduled other work, assuming surplus funds from paragraph 10, Unscheduled Work - Seasonal/Periodic Services, exist, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.

- 10.9.2 Prior to performing any unscheduled other work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials to complete the work. No unscheduled other work shall commence without prior written authorization by the Facility Project Manager.
- 10.9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact the Facility Project Manager for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit a detailed invoice to the Facility Project Manager within five (5) working days after completion of the work.
- 10.9.4 All unscheduled other work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.
- 10.9.5 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

Unscheduled Other Work – Frequency:  
As requested.

## **11.0 PERFORMANCE REQUIREMENTS SUMMARY**

- 11.1 All listings of services used in the Performance Requirements Summary (PRS), Attachment 2, are intended to be completely consistent with the Agreement and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Agreement and the SOW. In any case of apparent inconsistency between services as stated in the Agreement and the SOW and this PRS, the meaning apparent in the Agreement and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Agreement and the SOW, that apparent service will be null and void and place no requirement on Contractor.
- 11.2 The Contractor is expected to perform all services described herein. The PRS Chart describes certain required services which will be monitored by the County during the term of the Agreement, and for which Contractor may be assessed financial deductions from payment if the service has not been satisfactorily provided. The PRS Chart indicates the SOW and/or Agreement section of the performance referenced (column 1); the service to be provided (column 2); the monitoring method that will be used (column 3); and the deductions/fees to be assessed for services that are not satisfactory (column 4).

**CONTRACT DISCREPANCY REPORT**

**TO:**

**FROM:**

**DATES:**      **Prepared:**\_\_\_\_\_

**Returned by Contractor:**\_\_\_\_\_

**Action Completed:**      \_\_\_\_\_

**DISCREPANCY PROBLEMS:**\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of County Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTRACTOR RESPONSE (Cause and Corrective Action):**

\_\_\_\_\_

\_\_\_\_\_

Signature of Contractor Representative:\_\_\_\_\_ Date:\_\_\_\_\_

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:**

\_\_\_\_\_

\_\_\_\_\_

Signature of Contractor Representative:\_\_\_\_\_ Date:\_\_\_\_\_

**COUNTY ACTIONS:**\_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date \_\_\_\_\_

Contractor Representative's Signature and Date \_\_\_\_\_

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/REQUIRED SERVICE	STANDARD PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
<b>Agreement Terms and Conditions</b>			
Agreement, <a href="#">7.1 Contractor Project Manager</a>	Contractor shall notify the County in writing of any change in name or address of the Project Manager	Inspection and Observation	\$50 per occurrence
Agreement, <a href="#">7.4 Contractor's Staff Identification and Uniforms</a>	Contractor's employees shall wear appropriate uniforms and have Contractor's identification badge and a County issued identification badge visible at all times.	Inspection and Observation	\$50 per occurrence
Agreement, <a href="#">7.8 Staff Performance Under the Influence</a>	Contractor shall not permit any employee to perform services under this Agreement that is under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair their physical or mental performance.	Inspection and Observation	\$500 per occurrence
Agreement, <a href="#">8.6 Complaints</a>	Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection and Observation	\$50 per occurrence
<b>Routine Landscape Maintenance Services</b>			
SOW, <a href="#">6.5 Training</a>	Contractor shall provide training in accordance with the provisions of this paragraph, including any subparagraphs. Furthermore, All equipment shall be checked daily for safety, and all employees must wear safety and protective gear in accordance w/ OSHA.	Inspection and Observation	\$50 per occurrence
SOW, <a href="#">6.6 Contractor's Office</a>	Contractor shall maintain and office in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection and Observation	\$250 per occurrence

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/REQUIRED SERVICE	STANDARD PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
SOW, <a href="#">9.1.1 Hazard Reduction Pruning</a>	100% Completion of Required Services in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection and Observation	\$50 per occurrence
SOW, <a href="#">9.1.2 Mowing</a>	100% Completion of Required Services in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection and Observation	\$50 per occurrence, after two (2) documented occurrences of any deviation from required specifications.
SOW, <a href="#">9.1.3 Edging</a>	100% Completion of Required Services in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection and Observation	\$50 per occurrence, after two (2) documented occurrences of any deviation from required specifications.
SOW, <a href="#">9.1.4 Hedge Trimming</a>	100% Completion of Required Services in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection and Observation	\$50 per occurrence, after two (2) documented occurrences of any deviation from required specifications.
SOW, <a href="#">9.2.1 Chemicals</a>	100% Completion of Required Services in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection and Observation	\$250 per occurrence.
SOW, <a href="#">9.2.2 Cultivation</a>	100% Completion of Required Services in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection and Observation	\$50 per occurrence, after two (2) documented occurrences of any deviation from required specifications.
SOW, <a href="#">9.2.3 Flower Beds</a>	100% Completion of Required Services in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection and Observation	\$50 per occurrence, after two (2) documented occurrences of any deviation from required specifications.
SOW, <a href="#">9.2.4 Ground Cover</a>	100% Completion of Required Services in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection and Observation	\$50 per occurrence, after two (2) documented occurrences of any deviation from required specifications.



PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/REQUIRED SERVICE	STANDARD PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
SOW, <a href="#">9.2.5 Hazardous Materials</a>	100% Completion of Required Services in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection and Observation	\$250 per occurrence.
SOW, <a href="#">9.2.6 Irrigation</a>	100% Completion of Required Services in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection and Observation	\$50 per occurrence, after two (2) documented occurrences of any deviation from required specifications.
SOW, <a href="#">9.2.7 Irrigation System Maintenance</a>	100% Completion of Required Services in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection and Observation	\$250 per occurrence.
SOW, <a href="#">9.2.8 Litter Control</a>	100% Completion of Required Services in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection and Observation	\$50 per occurrence, after two (2) documented occurrences of any deviation from required specifications.
SOW, <a href="#">9.2.9 Raking</a>	100% Completion of Required Services in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection and Observation	\$50 per occurrence, after two (2) documented occurrences of any deviation from required specifications.
SOW, <a href="#">9.2.10 Rodent Control</a>	100% Completion of Required Services in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection and Observation	\$50 per occurrence, after two (2) documented occurrences of any deviation from required specifications.
SOW, <a href="#">9.2.11 Trash Bins</a>	100% Completion of Required Services in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection and Observation	\$250 per occurrence.
SOW, <a href="#">9.2.12 Weed Control</a>	100% Completion of Required Services in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection and Observation	\$50 per occurrence, after two (2) documented occurrences of any deviation from required specifications.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/REQUIRED SERVICE	STANDARD PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
SOW, <a href="#">9.2.13 Staking and Tying</a>	100% Completion of Required Services in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection and Observation	\$50 per occurrence, after two (2) documented occurrences of any deviation from required specifications.

## ***PRICING SCHEDULE***

DEPARTMENT OF HEALTH SERVICES

### **SPECIFIC WORK REQUIREMENTS – ROUTINE LANDSCAPE SERVICES**

CONTRACTOR: CONEJO CREST LANDSCAPE, INC.

AGREEMENT NO. \_\_\_\_\_

<b>FACILITY:</b>	<b>SERVICE FREQUENCY*</b>	<b>TOTAL MONTHLY COST</b>
High Desert Health System (High Desert) 44900 N. 60 <sup>th</sup> Street West Lancaster, California 93536	<b>DAILY</b>	<b>\$8,577</b>

\* Contractor shall provide all landscape services under the frequencies specified in Statement of Work (SOW) at the cost described herein, unless instructed otherwise on the Facility Specification Sheet in SOW, Exhibit C. The monthly cost shall be all inclusive and includes but not limited to all administrative costs, labor, supervision, materials, transportation, taxes, equipment and supplies, dumping fees.

DEPARTMENT OF HEALTH SERVICES  
**PRICE SHEET**  
**UNSCHEDULED WORK - SEASONAL/PERIODIC/OTHER SERVICES**

Facility	High Desert Health System (High Desert)
Address	44900 N. 60 <sup>th</sup> Street West, Lancaster, California 93536
Hours of Operation	Services to be provided between the hours of 6 a.m. to 6 p.m., Monday through Friday, excluding County observed Holidays.

**I. SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES**

TASK	Staff Hours Per Frequency	Estimated Frequency	Total Maximum Frequency Cost	Total Estimated Cost Per Agreement Year	Total Maximum Cost during Agreement Term
<b>Aerification</b> (SOW, Paragraph <a href="#">10.1</a> )	53	Once a year	\$1,320	\$1,320	\$156,907
<b>Disease/Insect Control</b> (SOW, Paragraph <a href="#">10.2</a> )	52	Once a year	\$1,948	\$1,948	
<b>Fertilization</b> (SOW, Paragraph <a href="#">10.3</a> )	54	Three times a year	\$3,360	\$10,080	
<b>Renovation-Turf</b> (SOW, Paragraph <a href="#">10.4</a> )	356	Once a year	\$15,681	\$15,681	
<b>Vertical Mowing</b> (SOW, Paragraph <a href="#">10.5</a> )	249	Once a year	\$10,192	\$10,192	
<b>Turf Reseeding</b> (SOW, Paragraph <a href="#">10.6</a> )	107	Once a year	\$5,489	\$5,489	
	<b>ANNUAL TOTAL</b>			\$44,710	
<b>Tree Maintenance and Pruning</b> (SOW 10.7 & 10.8)		1 x every three years*		\$22,777	

\* All trees at the Facility shall be pruned 1st time in 2012.

**II. UNSCHEDULED/OTHER WORK**

CLASSIFICATION	HOURLY RATE (Includes Profit & Overhead)
Pest Control Operator	\$ 45.00 per hour
Irrigation Specialist	\$ 65.00 per hour
Landscape Maintenance Laborer	\$ 24.00 per hour

DEPARTMENT OF HEALTH SERVICES – COUNTY OF LOS ANGELES  
 LANDSCAPE MAINTENANCE SERVICES  
 TECHNICAL EXHIBITS  
**FACILITY SPECIFICATION SHEET**

Facility		High Desert Health System (High Desert)				
Address		44900 N. 60 <sup>th</sup> Street West, Lancaster, California 93536				
Hours of Operation		Services to be provided between the hours of 6 a.m. to 6 p.m., Monday through Friday, excluding County observed Holidays.				
# of Trees (Approximate Number)		Shrubs Y/N	Hedges Y/N	# Planters	Grass Y/N	Irrigation System Y/N
345		Y (200)	Y (100)	20	Y	Y
Reference	Routine Landscape Maintenance				Frequency	
9.1.1	Hazard Reduction Pruning (HRP)				As needed	
9.1.2	Mowing				Weekly	
9.1.3	Edging				Once every other week	
9.1.4	Hedge Trimming				Twice a month, as needed	
9.2.1	Chemical turf detailing around trees, turf boundaries and various irrigation components				Once every two months	
9.2.1	Chemical application to beds, planters, walkways, medians, curb and gutter expansion joints in all hard surface areas, slopes, hillsides				Once each month	
9.2.2	Cultivation				Once every two weeks, as needed	
9.2.3	Flower Beds				Twice a month, as needed	
9.2.4	Ground Cover				Twice a month, as needed	
9.2.7	Irrigation System Maintenance				Weekly, as needed	
- Irrigation valves are shut down from November through March due to freezing weather conditions. - Irrigation services need to be provided daily for the first few days of start up and weekly as needed once all the systems are up and running.						
9.2.8	Litter Control				Once daily by 7:30 am, M-F	
9.2.9	Raking				Each service interval	
9.2.10	Rodent Control				As needed	
9.2.12	Weed Control				Once each month	
9.2.13	Staking and Tying				As needed	
Reference	Unscheduled Work - Seasonal/Periodic Services				Frequency	
10.1	Aerification				Once a year	
10.2	Disease/Insect Control				As needed	
10.3	Fertilization				Three times per year	
10.4	Turf Renovation				Once a year	
10.5	Vertical Mowing				Once a year	
10.6	Turf Reseeding/Restoration of Bare Areas				Once a year	

**EXHIBIT C**

10.7	Tree Maintenance	All trees -once every 3 yrs; next scheduled maintenance - 2012
<b>Reference</b>	<b>Unscheduled Work - Seasonal/Periodic Services</b>	<b>Frequency</b>
10.8	Tree Pruning	All trees -once every 3 yrs; next scheduled pruning - 2012
11.0	Unscheduled Other Work	As requested

**CONTRACTOR'S EEO CERTIFICATION**

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Contractor Name

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Address

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Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S SPECIFIC CERTIFICATIONS**

- |    |   |                              |                             |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

---

Authorized Official's Printed Name and Title

---

Authorized Official's Signature

---

Date



## COUNTY'S ADMINISTRATION

CONTRACT NO. \_\_\_\_\_

### FACILITY'S PROJECT DIRECTOR:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### FACILITY'S PROJECT MANAGER:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### FACILITY'S PROJECT MONITOR:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** \_\_\_\_\_**CONTRACT NO:** \_\_\_\_\_**CONTRACTOR'S PROJECT MANAGER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Notices to Contractor shall be sent to the following:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

## **SAFELY SURRENDERED BABY LAW**



# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.





# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafea.org

# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



***PROP A - LIVING WAGE PROGRAM***

***EXHIBITS J, K & L***

**2.201.010 Findings.**

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.020 Definitions.**

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.030 Prospective effect.**

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.\* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

\* **Editor's note:** Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

**2.201.040 Payment of living wage.**

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.050 Other provisions.**

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue



interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

**2.201.060 Employer retaliation prohibited.**

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

**2.201.070 Employee retention rights.**

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or
2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

#### **2.201.080 Enforcement and remedies.**

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

1. Assess liquidated damages as provided in the contract; and/or
2. Recommend to the board of supervisors the termination of the contract; and/or
3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007; Ord. 99-0048 § 1 (part), 1999.)

#### **2.201.090 Exceptions.**

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

“Dominant in its field of operation” means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999; Ord. 99-0048 § 1 (part), 1999.)

**2.201.100 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999)

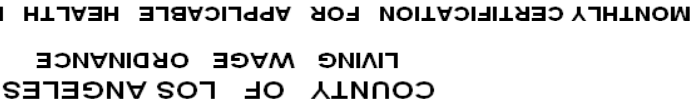


Exhibit K

(1) Name: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor		Address: (Street, City, State, Zip)	
(2) Payroll No.:		(3) Work Location:	
(6) Department Name:		(7) Contract Service Description:	
(9) Contractor Health Plan Name(s):		(10) Contractor Health Plan ID Number(s):	
(8) Contract Name & Number:		(11) Contractor Health Plan ID Number(s):	
(4) From payroll period: ____/____/____ to payroll period: ____/____/____		(5) For Month Ending:	
(12) Employee Name, Address & Last 4 digits of SS#		(13) Work Classification	
(14) Total Hours Worked Each Week of Monthly Pay Period		(15) Total Employer Paid	
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**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
PAYROLL STATEMENT OF COMPLIANCE**

I, \_\_\_\_\_, \_\_\_\_\_  
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by:

\_\_\_\_\_ on the \_\_\_\_\_;  
(Company or subcontractor Name) (Service, Building or Work Site)

that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, and  
(Calendar day of Month) (Month and Year)

ending the \_\_\_\_\_ day of \_\_\_\_\_ all persons employed on said work site  
(Calendar day of Month) (Month and Year)

have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of \_\_\_\_\_

(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or in directly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:


2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

3. That:

- A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

- B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

☐ Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title

Owner or Company Representative Signature:

**THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.**

Department of Health Services  
Proposition A - Landscape Maintenance Services  
Cost Analysis Summary  
January 1, 2012 - December 31, 2014

ATTACHMENT A

HIGH DESERT MULTI-SERVICE AMBULATORY CARE CENTER				
	Total Estimated Avoidable Costs	Total Annual Price (not including cost of Unscheduled Work Fund)	Estimated Savings From Contracting	Percentage Savings
Total	\$242,437	\$102,924	\$139,513	57.55%

**DEPARTMENT OF HEALTH SERVICES**



**AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**CONEJO CREST LANDSCAPE, INC.**

**FOR**

**LANDSCAPE MAINTENANCE SERVICES AT  
HIGH DESERT HEALTH SYSTEM**

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- B-1 PRICING SHEET – SPECIFIC WORK REQUIREMENTS – ROUTINE SERVICES
- B-2 PRICING SHEET – UNSCHEDULED WORK – SEASONAL/PERIODIC SERVICES
- C FACILITY SPECIFICATION SHEET
- D CONTRACTOR’S EEO CERTIFICATION
- E COUNTY’S ADMINISTRATION
- F CONTRACTOR’S ADMINISTRATION
- G CONTRACTOR ACKNOWLEDGEMENT & CONFIDENTIALITY AGREEMENT
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW

### **UNIQUE EXHIBITS**

#### **Prop A - Living Wage Program Exhibits J – L**

- J LIVING WAGE ORDINANCE
- K MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS
- K PAYROLL STATEMENT OF COMPLIANCE

**AGREEMENT BY AND BETWEEN**  
**COUNTY OF LOS ANGELES**  
**AND**  
**CONEJO CREST LANDSCAPE, INC.**

**FOR**  
**LANDSCAPE MAINTENANCE SERVICES**

This Agreement and Exhibits made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between the County of Los Angeles, hereinafter referred to as County and Conejo Crest Landscape, Inc., hereinafter referred to as Contractor. Conejo Crest Landscape, Inc. is located at 16435 Hart St., Van Nuys, CA 91406.

**RECITALS**

WHEREAS, the County may contract with private businesses for Landscape Maintenance Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Landscape Maintenance Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Landscape Maintenance Services; and

WHEREAS, this Agreement is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

**1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I, J, K and L are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority.

### **Standard Exhibits:**

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B-1 - Pricing Sheet - Specific Work Requirements –  
Routine Services
- EXHIBIT B-2 - Pricing Sheet – Unscheduled Work – Seasonal/  
Periodic Services Facility Specification Sheet
- 1.3 EXHIBIT C - Facility Specification Sheet
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Contractor Acknowledgement & Confidentiality  
Agreement
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

### **Unique Exhibits:**

#### **Prop A - Living Wage Program**

- 1.10 EXHIBIT J - Living Wage Ordinance
- 1.11 EXHIBIT K - Monthly Certification for Applicable Health Benefit  
Payments
- 1.12 EXHIBIT L - Payroll Statement of Compliance

This Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

## **2.0 DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

**2.1 Agreement:** Contract executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

**2.2 Contract:** Agreement executed between County and Contractor.

- 2.3 Contractor:** The sole proprietor, partnership, limited liability company or corporation that has entered into an Agreement with the County to perform or execute the work covered by the Statement of Work.
- 2.4 Contractor Project Manager:** The individual designated by the Contractor to administer the Agreement operations after the Agreement award.
- 2.5 Contractor's Employees:** All individuals or agents designated by the Contractor to perform services under this Agreement.
- 2.6 Day(s):** Calendar day(s) unless otherwise specified.
- 2.7 DHS:** Department of Health Services
- 2.8 Director:** Director of Health Services or his/her authorized designee.
- 2.9 Facility:** High Desert Health System.
- 2.10 Facility Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Agreement that cannot be resolved by the Facility's Project Manager.
- 2.11 Facility Project Manager:** Person designated by Facility's Project Director to manage the operations under this Agreement.
- 2.12 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.13 Other Work:** Work which is requested by the Facility Program Manager in writing that arises out of extraordinary incidents, such as vandalism, acts of God, and third party negligence, or of which consists of requested.
- 2.14 Unscheduled Work - Seasonal/Periodic Landscape Maintenance Services:** Landscape maintenance services which are performed during a specified time or part of the year (e.g., winter, spring, summer, fall) or which are performed intermittently (e.g., disease control, renovation of turf, and reseeding).

### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

### **4.0 TERM OF AGREEMENT**

- 4.1 The term of this Agreement shall be three (3) years after execution by County's Board of Supervisors, for the period of January 1, 2012 through December 31, 2014, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.
- 4.2 The County shall have the option to extend the term for up to two (2) additional one-year periods and six (6) month to month extensions thereafter, for a maximum total Agreement term of five (5) years and six (6) months, if fully extended. Each such option and extension shall be exercised at the sole discretion of the Director or his/her designee as authorized by the Board of Supervisors.
- 4.3 The Contractor shall notify DHS when this Agreement is within six (6) months from the expiration of the original term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the DHS at the address herein provided in Exhibit E - County's Administration.

### **5.0 AGREEMENT SUM, BILLING AND PAYMENT**

- 5.1 For all services hereunder, Contractor shall provide services at rates that do not exceed those listed in Exhibits B-1 and B-2, Price Sheets, attached hereto, on billing forms approved by the County. The maximum obligation of County for Contractor's performance of this Agreement shall not exceed \$465,679, for the period January 1, 2012 through December 31, 2014. For services identified in Exhibit B-2, County reserves the right to perform such unscheduled work, or any work that Contractor is unable or unwilling to perform, itself or assign the work to another Contractor.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or



administrative expenses whatsoever incurred in or incidental to performance hereunder, except as expressly specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express, prior written approval. County shall not be obligated to pay for any tasks or services performed by any entity on behalf of Contractor without such express, prior written approval.

- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total compensation authorized under this Agreement. Upon occurrence of this event, the Contractor shall send written notification to DHS at the address herein provided in Exhibit E - County's Administration.

**5.4 No Payment for Services Provided Following Expiration/Termination of Agreement**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Agreement. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Agreement.

**5.5 Invoices and Payments**

- 5.5.1 The Contractor shall invoice the County in arrears only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Agreement. The Contractor's payments shall be as provided in Exhibits B-1 and B-2 - Price Sheets, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County.

If the County does not approve work in writing no payment shall be due to the Contractor for that work.

- 5.5.2 The Contractor's invoices shall be priced in accordance with rates provided on Exhibits B-1 and B-2 - Price Sheets.
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.

**Prop A - Living Wage Program:**

**No invoice will be approved for payment unless the following is included:**

- **Exhibit K – Monthly Certification for Applicable Health Benefit Payments**
- **Exhibit L - Payroll Statement of Compliance**

- 5.5.5 All invoices under this Agreement shall be submitted in two (2) copies to the Facility's Project Manager referenced in Exhibit E.

**5.5.6 County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the Facility's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

**5.6 Cost of Living Adjustments (COLA's)**

If requested by the Contractor, the Agreement monthly amount may, at the sole discretion of the County, be increased annually based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the Agreement anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as

determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this paragraph for living wage Agreements, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Agreement) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this Agreement, it shall require a written amendment to this Agreement first, that has been formally approved and executed by the parties.

## **6.0 ADMINISTRATION OF AGREEMENT – COUNTY**

### **COUNTY ADMINISTRATION**

The Director shall have the authority to administer this Agreement on behalf of the County. Director retains professional and administrative responsibility for the services rendered under this Agreement. A listing of all County Administration referenced in the following sub-paragraphs is designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

#### **6.1 Facility's Project Director**

Responsibilities of the Facility Project Director include:

- ensuring that the objectives of this Agreement are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

#### **6.2 Facility's Project Manager**

The responsibilities of the Facility's Project Manager include:

- overseeing the day-to-day administration of this Agreement;
- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The Facility's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

## **7.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR**

### **7.1 Contractor's Project Manager**

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Agreement and the duties described in Exhibit A, Statement of Work.

### **7.2 Contractor's Authorized Official(s)**

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit F. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Agreement on behalf of Contractor.

### **7.3 Approval of Contractor's Staff**

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

### **7.4 Contractor's Staff Identification/Uniforms**

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person

and visible at all times. Contractor bears all expense of the badging.

- 7.4.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.
- 7.4.2 Contractor shall notify the County within one business day when staff is terminated from working under this Agreement. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.
- 7.4.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Agreement.
- 7.4.4 Contractor employees assigned to County facilities shall wear an appropriate uniform at all times. Uniform shall consist of a shirt and/or tee shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the Director or his designee, will be provided by and at Contractor's expense.

## **7.5 Background and Security Investigations**

- 7.5.1 All Contractor staff performing work under this Agreement may undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation. County may perform the background check and bill Contractor for the cost or deduct such amount from funds owed by County to Contractor.
- 7.5.2 County may request that the Contractor's staff be immediately removed from working on the County Agreement at any time during the term of this Agreement. County will not provide to the Contractor nor to the

Contractor's staff any information obtained through the County conducted background clearance.

- 7.5.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification, if any, of the Contractor's staff, pursuant to this sub-paragraph 7.5, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

## **7.6 Confidentiality**

- 7.6.1 Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this sub-paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this sub-paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from

Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality and indemnification provisions of this Agreement.

7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G.

## **7.7 Staff Performance under the Influence**

Contractor shall not knowingly permit any employee to perform services under this Agreement while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair their physical or mental performance.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 AMENDMENTS**

8.1.1 For any change which affects the scope of work, term, Agreement Sum, payments, or any term or condition included under this Agreement, an Amendment shall be prepared by the County and then executed by the Contractor and by the Director or his/her designee.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his/her designee.

8.1.3 The Director or his/her designee may at his/her sole discretion, authorize extensions of time as defined in paragraph 4.0 - Term of Agreement. The Contractor agrees that such extensions of time shall not change any other term



or condition of this Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his/her designee.

- 8.1.4 The Director or his/her designee may require, at his/her sole discretion, the addition and/or change of certain terms and conditions in the Agreement to conform to changes in federal or state law or regulation or County policy, during the term of this Agreement. The County reserves the unilateral right to add and/or change such provisions as required by law, regulation or County policy, without the need for Contractor's written consent, to preserve this Agreement's conformity and compliance to federal and state law or regulation or County policy as deemed necessary by the County's Board of Supervisors, County Counsel or the Chief Executive Officer.

## **8.2 ASSIGNMENT AND DELEGATION**

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

- 8.2.3 Any assumption, assignment, delegation, or takeover of any



of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.4 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

### **8.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)**

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, or directors or

other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

## **8.6 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.6.1 Within ten (10) business days after Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.6.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.6.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.6.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.6.5 The Contractor shall preliminarily investigate all complaints and notify the Facility's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.6.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

- 8.6.7 Copies of all written responses shall be sent to the Facility's Project Manager within three (3) business days of mailing to the complainant.

**8.7 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS**

- 8.7.1 In the performance of this Agreement, Contractor shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other applicable industry best practices standards. All provisions required thereby to be included in this Agreement are incorporated herein by reference.
- 8.7.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this sub-paragraph 8.7 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

### **8.7.3 Facilities Rules and Regulations**

During the time that Contractor's agents, employees, or subcontractors are at a Facility, Contractor and such persons shall be subject to the rules and regulations of that Facility. Facility's Administrator shall furnish a copy of rules and regulations to Contractor pertaining to the Facility prior to the execution of this Agreement and, during the term of this Agreement, shall furnish Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of Contractor to acquaint all persons who may provide services hereunder with such rules and regulations. Contractor agrees to immediately and permanently withdraw any of its employees or subcontractors from the provision of services hereunder upon receipt of written notice from the Director that: (1) such employee or subcontractor has violated such rules or regulations, or (2) such employee's or subcontractor's actions while on County premises, indicate that such employee or subcontractor's actions while on County premises, indicate that such employee or subcontractor may adversely affect the delivery of health care services to County patients. The Director must submit with such notice a written statement of the facts supporting any such alleged violation or action.

## **8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS- ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS**

8.8.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

8.8.2 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding

companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 8.8.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.8.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.
- 8.8.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 8.8.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.8 when so requested by the County.
- 8.8.7 If the County finds that any provisions of this sub-paragraph 8.8 have been violated, such violation shall

constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.

8.8.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

8.8.9 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

## **8.9 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

8.9.1 Jury Service Program:

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Agreement.

8.9.2 Written Employee Jury Service Policy:

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days

of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or



that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.10 CONFLICT OF INTEREST**

8.10.1 No County employee whose position with the County enables such employee to influence the award or administration of this Agreement or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.10.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Agreement.

## **8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the Contractor shall give first consideration for such



employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

## **8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services (DPSS) Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. If the Contractor decides to pursue consideration of GAIN/GROW participants for hiring, the Contractor shall provide information regarding job openings and job requirements to DPSS' GAIN/GROW staff at [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov). The County will refer GAIN/GROW participants by job category to the Contractor.

8.12.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.13.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

### **8.13.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the

Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

#### **8.13.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### **8.13.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the

debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.13.5 Subcontractors of Contractor**

These terms shall also apply to subcontractors of County Contractors.

#### **8.14 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

#### **8.15 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM**

8.15.1 Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

8.15.2 Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

8.15.3 Failure by Contractor to meet the requirements of this subparagraph shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

#### **8.16 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

8.16.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.16.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.17 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

8.17.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

- 8.17.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles Code Chapter 2.206.

## **8.18 COUNTY'S QUALITY ASSURANCE PLAN**

- 8.18.1 The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards identified in the Statement of Work. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors.
- 8.18.2 The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.
- 8.18.3 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

## **8.19 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

- 8.19.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.19.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

- 8.19.3 County reserves the unilateral right to make any repairs which Director determines, in his/her sole discretion, to be a public safety issue requiring immediate repair. County will bill Contractor for the cost of said repair or deduct said cost from any outstanding amounts owed by County to Contractor.

## **8.20 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 8.20.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.20.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

## **8.21 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.



## **8.22 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

## **8.23 FEDERAL ACCESS TO RECORDS**

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorize representatives, the Agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

## **8.24 FORCE MAJEURE**

8.24.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").



- 8.24.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.24.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.25 GOVERNING LAW, JURISDICTION, AND VENUE**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.26 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)**

- 8.26.1 Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents, that they are not to pursue, or gain access to, patient medical records for any reason whatsoever.
- 8.26.2 Notwithstanding the foregoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records. Contractor

understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

- 8.26.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

## **8.27 INDEPENDENT CONTRACTOR STATUS**

- 8.27.1 This Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.27.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.27.3 The Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any

injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Agreement.

8.27.4 The Contractor shall adhere to the provisions stated in subparagraph 7.6 - Confidentiality.

## **8.28 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Agreement.

## **8.29 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.29 and 8.30 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

### **8.29.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Department of Health Services  
Contracts and Grants Division  
313 N. Figueroa Street, 6E  
Los Angeles, CA 90012  
Attention: Kathy K. Hanks, C.P.M.  
Director, Contract Administration & Monitoring

And

County of Los Angeles  
Department of Health Services

Centralized Contract Monitoring Division  
5555 Ferguson Drive, Suite 210  
Commerce, CA 90022

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### **8.29.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.29.3 Cancellation of or Changes Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a

material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

**8.29.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

**8.29.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

**8.29.6 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

**8.29.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

**8.29.8 Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County

with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

#### **8.29.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.29.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

#### **8.29.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **8.29.12 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### **8.29.13 Alternative Risk Financing Programs**



The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### 8.29.14 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

### 8.30 **INSURANCE COVERAGE**

- 8.30.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$4 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$2 million

- 8.30.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 8.30.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also



shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

#### **8.30.4 Unique Insurance Coverage**

- **Contractors Pollution Liability** insurance shall cover liability arising from the release, discharge, escape, dispersal or emission of pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring and treatment of pollutants in compliance with governmental mandate or requests. Motor vehicle pollution liability will be required under the Automobile Liability Insurance indicated above under paragraph 8.30.2 for removal of pollutant from work site. Contractor shall maintain limits not less than \$1 million per occurrence and \$2 million aggregate.

#### **8.31 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES**

Contractor shall obtain and maintain in effect during the term of this Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their performance of services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder shall be made available to County upon request.

#### **8.32 LIQUIDATED DAMAGES**

- 8.32.1 If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other

remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

- 8.32.2 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Agreement that the Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Agreement Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix C, Technical Exhibit 3, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.32.3 The action noted in sub-paragraph 8.32.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Agreement.

8.32.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement provided by law or as specified in the PRS or sub-paragraph 8.32.2, and shall not, in any manner, restrict or limit the County's right to terminate this Agreement as agreed to herein.

### **8.33 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to the County.

### **8.34 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Agreement shall not restrict the Department of Health Services from acquiring similar, equal or like goods and/or services from other entities or sources.

### **8.35 NOTICE OF DELAYS**

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

### **8.36 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the Facility's Project Manager and/or Facility's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Agreement. If the Facility's Project Manager or Facility's Project Director is not able to resolve the dispute, the Director or his/her designee shall resolve it.

### **8.37 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

#### **8.38 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

#### **8.39 NOTICES**

8.39.1 All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

8.39.2 **Electronic Notice:** In addition, and in lieu of written notification, the Director, or his/her designee, shall have the authority to issue any notice to Contractor electronically via e-mail at the designated email address as identified in Exhibit F – Contractor's Administration. This includes all notices or demands required or permitted by the County under this Agreement.

#### **8.40 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Agreement and for a period of one year

thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

#### **8.41 PUBLIC RECORDS ACT**

8.41.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.43 - Record Retention and Inspection/Audit Settlement of this Agreement; as well as any documents that may have been submitted in response to a solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.41.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

#### **8.42 PUBLICITY**

8.42.1 The Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director or his/her designee. The County shall not unreasonably withhold written consent.

8.42.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this subparagraph 8.42 shall apply.

#### **8.43 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

8.43.1 The Contractor shall maintain, and provide upon request by County, accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

8.43.2 The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.43.3 In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report, including Statement of Auditing Standards No. 70 Type 2 Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.43.4 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.43 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.
- 8.43.5 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.
- 8.43.6 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County Agreements) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without



delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Agreement, including without limitation, records relating to work performed by said employees on the Contractor's non-County Agreements. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Agreement is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

#### **8.44 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

#### **8.45 RESTRICTIONS ON LOBBYING**

If any Federal funds are to be used to pay for Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its



subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

#### **8.46 SUBCONTRACTING**

8.46.1 The requirements of this Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Agreement.

8.46.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.46.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

8.46.4 The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.46.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. The Contractor is responsible to notify its subcontractors of this County right.

8.46.6 The Director or his/her designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.46.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and

their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

- 8.46.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles  
Department of Health Services  
Contracts and Grants Division  
313 N. Figueroa Street – 6E  
Los Angeles, CA 90012  
Attention: Kathy K. Hanks, C.P.M.  
Director, Contract Administration & Monitoring

before any subcontractor employee may perform any work hereunder.

**8.47 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.16 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to sub-paragraph 8.50 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

**8.48 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.17 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

#### **8.49 TERMINATION FOR CONVENIENCE**

8.49.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.49.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Agreement on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.49.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement shall be maintained by the Contractor in accordance with sub-paragraph 8.43, Record Retention and Inspection/Audit Settlement.

#### **8.50 TERMINATION FOR DEFAULT**

8.50.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Agreement, if, in the judgment of the Director or his/her designee:

- Contractor has materially breached this Agreement; or

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.50.2 In the event that the County terminates this Agreement in whole or in part as provided in sub-paragraph 8.50.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this sub-paragraph.

8.50.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.50.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or Contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-

paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.50.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.50, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.50, or that the default was excusable under the provisions of sub-paragraph 8.50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.49 - Termination for Convenience.
- 8.50.5 The rights and remedies of the County provided in this sub-paragraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## **8.51 TERMINATION FOR IMPROPER CONSIDERATION**

- 8.51.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.51.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or [www.lacounty.org](http://www.lacounty.org).
- 8.51.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

## **8.52 TERMINATION FOR INSOLVENCY**

8.52.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.52.2 The rights and remedies of the County provided in this subparagraph 8.52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## **8.53 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

## **8.54 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the County's Budget for

each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.55 UNLAWFUL SOLICITATION**

Contractor shall inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e. State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of all those bar associations within Los Angeles County that have such a service.

#### **8.56 VALIDITY**

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.57 WAIVER**

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.57 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### **8.58 WARRANTY AGAINST CONTINGENT FEES**

8.58.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.



- 8.58.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM**

#### **9.1.1 Living Wage Program**

This Agreement is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J and incorporated by reference into and made a part of this Agreement.

#### **9.1.2 Payment of Living Wage Rates**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this sub-paragraph 9.1.2 under the Agreement:
  - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
  - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have



contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Agreement, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Agreement. If the Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Agreement. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If the Contractor is required to pay a living wage when the Agreement commences, the Contractor shall continue to pay a living wage for the entire term of the Agreement, including any option period.
4. If the Contractor is not required to pay a living wage when the Agreement commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term

of the Agreement, including any option period. The County may also require, at any time during the Agreement and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Agreement, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Agreement, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Agreement, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different Agreements between the Contractor and the County (of which both Agreements are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

#### **9.1.3 Contractor's Submittal of Certified Monitoring Reports**

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the

Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County (Exhibit K and Exhibit L), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

#### **9.1.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims**

During the term of the Agreement, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's Agreement with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

#### **9.1.5 County Auditing of Contractor Records**

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Agreement, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Agreement. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

#### **9.1.6 Notifications to Employees**

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

#### 9.1.7 **Enforcement and Remedies**

If the Contractor fails to comply with the requirements of this sub-paragraph, the County shall have the rights and remedies described in this sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Agreement. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
  - a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a

penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Agreement.

2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Agreement. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the

nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Agreement.
3. Debarment. In the event the Contractor breaches a requirement of this sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

#### 9.1.8 Use of Full-Time Employees

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Agreement unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Agreement. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Agreement unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

#### **9.1.9 Contractor Retaliation Prohibited**

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this sub-paragraph may constitute a material breach of the Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Agreement.

#### **9.1.10 Contractor Standards**

During the term of the Agreement, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

#### **9.1.11 Neutrality in Labor Relations**

The Contractor shall not use any consideration received under the Agreement to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

### **9.2 NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT**

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

### **9.3 REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE**



- 9.3.1 Contractor staff working on this Agreement shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Sections 11166 and 11167.
- 9.3.2 Contractor staff working on this Agreement shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.
- 9.3.3 Contractor staff's failure to report as required is considered a breach of this Agreement subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000 or both.

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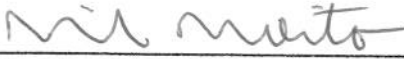
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IN WITNESS WHEREOF, Contractor has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR:

CONEJO CREST LANDSCAPE, INC.

By   
Name

Operations Manager  
Title

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:  
SACHI HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors

By \_\_\_\_\_

APPROVED AS TO FORM:  
Andrea Ordin  
County Counsel

By   
Deputy County Counsel

**EXHIBIT A**

**STATEMENT OF WORK**

**HIGH DESERT HEALTH SYSTEM**

**LANDSCAPE MAINTENANCE SERVICES**

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# **EXHIBIT A**

## **LANDSCAPE MAINTENANCE SERVICES**

### **STATEMENT OF WORK (SOW)**

#### **1.0 SCOPE OF WORK**

- 1.1 Contractor shall provide all landscape services under the frequencies specified herein and listed as a summary in the Facility Specification Sheet, Exhibit C.
- 1.2 Contractor shall provide all labor, materials, supplies, and equipment, necessary for the proper performance of landscape services and tree trimming.
- 1.3 The landscaped area shall be maintained with a well-manicured, clean appearance, and all work shall be performed in a professional, workmanlike manner using quality equipment and materials. Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover or turf areas.
- 1.4 All Contractor's employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All Contractor's employees must wear safety and protective gear according to OSHA standards.
- 1.5 The purchase of all materials, supplies, vehicles, and equipment necessary to provide the required services is the responsibility of the Contractor.
- 1.6 The Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

#### **2.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS**

- 2.1 County reserves the right to add/delete Facilities, specific tasks and or work hours.
- 2.2 All changes must be made in accordance with sub-paragraph 8.1, Amendments, of this Agreement.

#### **3.0 QUALITY CONTROL**

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Agreement. The Plan shall be submitted to the Facility Project Manager for review. The plan shall include, but may not be limited to the following:

- 3.1 A method of monitoring to ensure that Agreement requirements are being met;
- 3.2 A method of maintaining records of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of

the problem, and the time elapsed between identification and completed corrective action.

Any records maintained by the Contractor shall be made available to the County upon request as defined in sub-paragraph 8.43, Record Retention and Inspection/Audit and Settlement of this Agreement.

#### **4.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Agreement using the quality assurance procedures as defined in sub-paragraph 8.18, County's Quality Assurance Plan, of this Agreement.

##### **4.1 Monthly Meetings**

Contractor is required to attend a scheduled monthly meeting. Failure to attend will cause an assessment of fifty dollars (\$50.00).

##### **4.2 Contract Discrepancy Report - Attachment 1**

4.2.1 Verbal notification of a Contract discrepancy will be made to the Contractor Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

4.2.2 The Facility Project Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Facility Project Manager within five (5) workdays with a plan for correction of all deficiencies identified in the Contract Discrepancy Report.

##### **4.3 County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

#### **5.0 DEFINITIONS**

In addition to the definitions contained in paragraph 2.0 - Definitions, of this Agreement, following are definitions of terms that are used in this SOW.

5.1 **Bed:** An area separate from pavement and lawns in which trees, shrubs, perennials and annuals can be arranged as part of a landscape design.

5.2 **Deadhead:** To "deadhead" plants means to remove their spent flowers. For many plants, deadheading promotes more flowering on the plants for that year than would occur without such plant care. For soft plants, deadhead by hand; other times deadhead with scissors or pruners.

- 5.3 **Drip line:** The outermost edge of a branch spread, including the leaves. When a tree or shrub is grown without much pruning, the root spread of a tree is generally thought to equal or exceed its branch spread.
- 5.4 **Edging:** A crisp edge between areas of the garden. Most typically used between a lawn and a flowerbed.
- 5.5 **Girdling:** The restriction or destruction of the vascular system within a root, stem, or branch that causes an inhibition of the flow of water and photosynthates in the phloem.
- 5.6 **Pruning:** The horticultural practice of cutting away an unwanted, unnecessary, or undesirable plant part, used most often on trees, shrubs, hedges, and woody vines. Pruning is used to remove diseased or injured parts of the plant to influence vertical or lateral growth for various reasons, and to increase flowering or fruit yield. Shrubs and trees are pruned to form decorative shapes. As in other horticultural practices, the type of pruning and its timing vary and must be adapted to the specific plant and the conditions of its environment.

Types of Pruning:

Coarse pruning: Removal of deadwood greater than two inches diameter and any hazardous branches.

Medium pruning: Includes Coarse pruning, plus removal of deadwood greater than one inch diameter and specialty treatments (raising branch height, site clearance, crossing or broken branches, thinning canopy).

Fine pruning: Includes Medium pruning, plus removal of all deadwood and any water sprouts and suckers; inspection for health conditions. Climber should inspect to the tip of every branch. Up to 15% of canopy may be removed for light and air penetration.

Raising branches: Removal of lowest branches to a prescribed height for appropriate clearance needs. Generally nine (9) feet for pedestrian areas and walkways and fourteen (14) feet for vehicular roadways.

- 5.7 **Staking:** The securing of a tree or large shrub using rope or guy wires and wood stakes to hold it in place after planting and usually left in place for one year.
- 5.8 **Crowning:** A type of pruning; the selective removal of live branches to reduce crown density.

Types of Crowning:

- Crown cleaning: The selective removal of one or more of the following items: dead, dying or diseased branches, weak branches and watersprouts.
- Crown thinning: The selective removal of branches of increase light penetration, air movement and reduce weight.
- Crown raising: The removal of the lower branches of a tree to provide clearance.

5.9 **Thinning:** The selective cutting away of individual branches to create open spaces within the plant, remove dead limbs or branches, produce symmetry and train a plant to look more natural.

5.10 **Vertical Mowing:** Vertical mowing is the use of blades, rotated in a vertical plane, that penetrate the turf and bring organic matter and soil up to the surface from a very shallow depth. Deeper vertical mowing (or verticutting) is used on lawns to physically remove the accumulated thatch. This procedure can be destructive to shallow-rooted turfgrasses, particularly during periods of stress, and can damage the site. The best time for vertical mowing is just prior to the peak growth periods. Verticutting should not be done when temperatures are forecasted to be over 85° F since the stress damage it puts on the grass plants is compounded by very warm temperatures. Deep vertical mowing can be part of a renovation program to help prepare for a seedbed. This will open up the turf considerably, allowing seed-soil contact.

## 6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

### COUNTY

#### 6.1 Furnished Items

6.1.1 County may provide storage facilities for Contractor's use as determined by County. In the event said facilities are provided, Contractor's use thereof shall be only for the purpose of storing equipment and materials required for maintenance of this facility. Contractor is prohibited from use of said storage facilities or any other County property for the conduct of his/her business interests that are not directly related to, or required by this Agreement.

6.1.2 Contractor assumes all risks of loss and damage to materials and equipment stored.

### CONTRACTOR



## 6.2 Project Manager

- 6.2.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis.
- 6.2.2 Project Manager shall act as a central point of contact with the County.
- 6.2.3 Project Manager shall demonstrate previous experience in the management of work requirements for commercial enterprises or public entities similar in size and complexity.
- 6.2.4 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Agreement. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.
- 6.2.5 Emergency service response time is expected within two (2) hours of notification by the Facility Project Manager or designee, on any day, at any time.

## 6.3 Personnel

- 6.3.1 Contractor shall assign a sufficient number of employees to perform the required work. **At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.**
- 6.3.2 Contractor shall provide a thoroughly trained Supervisor for the facility.
- 6.3.3 Supervisor or lead person shall be knowledgeable in all aspects of the maintenance operation and shall have access to the Facility Project Manager during all hours of shift coverage.
- 6.3.4 Contractor shall inform their employees that smoking is prohibited in all County facilities, except in the designated areas as approved by the Facility Project Manager.
- 6.3.5 Contractor's employees may not bring any type of weapons or unlawful goods onto County facilities.

## 6.4 Materials and Equipment

- 6.4.1 The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

- 6.4.2 County will provide automatic control valves, gate valves, and pumping systems if it is determined that malfunction is due to wear and tear and not damage by the Contractor.
- 6.4.3 Complete piping replacement of the irrigation system is not required of Contractor. However, the Contractor is responsible for the repair and replacement of leaking main and lateral irrigation lines.
- 6.4.4 The Facility has areas that do not have an automatic irrigation system. These areas will be outlined to the Contractor and must be manually watered.

## **6.5 Training**

- 6.5.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- 6.5.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

## **6.6 Contractor's Office**

- 6.6.1 Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.** Failure to respond within the two-hour time frame will be cause for assessment in accordance with the Performance Requirements Summary (PRS), Attachment 2.
- 6.6.2 The Contractor shall maintain a written log of all complaints, the date, time, and the action taken or reason for the non-action. The log of complaints shall be open to the inspection by the Facility Project Manager or designee at all reasonable times.

## **7.0 HOURS /DAYS OF WORK**

Contractor shall generally provide services between the hours of 6:00 a.m. to 6:00 p.m., Monday through Friday, except for County observed Holidays. The Facility Project Manager will provide the Contractor a list of County-recognized holidays.

## **8.0 WORK SCHEDULES**

- 8.1 Contractor shall submit for review and approval a work schedule for the facility to the Facility Project Manager within ten (10) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed. Additionally, for Seasonal/Periodic Services the schedule shall include an itemized cost detail for each service to be performed in accordance with the Unscheduled - Seasonal/Periodic/Other Services Price Sheet, Exhibit B-2.
- 8.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the Facility Project Manager for review and approval within five (5) working days prior to scheduled time for work.

## **9.0 SPECIFIC WORK REQUIREMENTS – ROUTINE SERVICE**

The following are specific routine tasks Contractor shall perform during the Agreement term:

### **9.1 MECHANICAL OPERATIONS**

#### **9.1.1 HAZARD REDUCTION PRUNING (HRP)**

- a. The primary objective is to reduce the danger to a specific target caused by visibly defined hazards in a tree. For example, HRP may be the primary objective if a tree had many dead limbs over a park bench, overhanging walks etc.
- b. HRP shall be completed to maintain a nine (9) foot vertical clearance for all branches over hanging walks and fourteen (14) foot vertical clearance for branches over hanging beyond curb line into the paved section of roadways.
- c. Contractor shall prune all plant materials where necessary to maintain safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.
- d. Pruning shall be completed as specified in sub-paragraph 10.8, Tree Pruning.
- e. HRP services are part of routine landscape maintenance services and shall be completed at no additional cost to the County.

Hazard Reduction Pruning (HRP) – Frequency:  
As needed.

#### **9.1.2 MOWING**

- a. Mowing operations shall be performed in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.
- b. Turf shall be mowed with a reel-type mower equipped with rollers or a rotary-type mower.
- c. All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened.
- d. Mowing height shall be appropriate to turf species and use parameters. Mowing heights may vary for special events and conditions.
- e. Mowing operation shall be scheduled Monday through Friday unless revised by the Facility Project Manager.
- f. All grass clippings shall be mulched and placed into the soil.
- g. Walkways shall be cleaned immediately following each mowing so that no clippings create a hazardous condition.
- h. Mowing of turf at the facility shall be completed in one operation.

Mowing Site Inspection and Reporting:

Prior to initiating a mowing operation, the site is to be inspected by a knowledgeable and responsible Contractor employee who will determine the practicality of initiating the operation. Litter shall not be shredded by mowers, glass bottles shall not be driven over and broken, and excessively wet turf areas shall not be driven across. Damaged sprinkler heads and valve box covers shall be immediately responded to by the Contractor.

If a mowing operation cannot be completed thoroughly within the designated time frame, the Facility Project Manager shall be immediately notified through the Contractor's communication network.

Mowing – Frequency:

All turf areas shall be mowed no less than once (1) every week for a minimum total mowing frequency of 52 times per year. The Contractor may choose to provide additional mowing frequencies at no additional cost to the County.

9.1.3 EDGING

- a. Contractor shall maintain all groundcover areas contiguous to turf areas neatly edged with all grass invasions eliminated.
- b. All groundcover and flower bed areas where maintained next to turf areas shall be kept neatly edged and all grass invasions eliminated.

- c. All turf edges, including but not limited to sidewalks, drives, curbs, shrub beds, flower beds, groundcover beds, around tree bases, shall be edged to a neat and uniform line at all times.
- d. All turf edges shall be trimmed or limited around sprinklers to provide optimum water coverage, valve boxes, meter boxes, backflow devices, and other equipment and obstacles.
- e. Walkways shall be cleared immediately following each mechanical edging to remove accumulated debris and limit hazardous conditions.

Clearance:

Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen (18) inches from the trunks of trees and away from the drip line of shrubs by use of approved chemicals, manual or mechanical devices.

Mechanical Edging and Frequency:

Mechanical edging shall be completed as one (1) operation in a manner that ensures a well defined edge. All walkways shall be edged with a power blade edger.

Mechanical edging of turf shall be performed 26 times per year; once every other week.

Mechanical edging of groundcover shall be performed 26 times per year, once every other week.

9.1.4 HEDGE TRIMMING

- a. Prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and proportionate size.
- b. Restrict growth shrubbery to area behind curbs and walkways and within planter beds by trimming.
- c. Under no circumstances shall hedge shears be used as a means of pruning. Prune all plant materials where necessary to present or eliminate hazardous conditions to vehicles or pedestrians.
- d. All cuts shall be made sufficiently close, flush if possible, to the parent stem so that healing can readily start under normal conditions.
- e. All limbs one and one-half inches (1 ½ ") or greater in diameter shall be undercut to prevent splitting.
- f. Remove all dead diseased and unsightly shrubs and branches.

- g. Remove all clippings the same day that plant materials are pruned or trimmed.

Hedge Trimming – Frequency:

Formal hedge trimming; twice a month, as needed.

## **9.2 MANUAL OPERATIONS**

### **9.2.1 CHEMICALS**

- a. All work involving the use of chemicals shall be in compliance with all Federal, State, and local laws and will be accomplished by a Licensed Qualified Applicator under the direction of a Licensed Pest Control Advisor. Contractor, in complying with the California Food and Agricultural Code, shall provide, to the Facility Project Manager, a copy of a valid Pest Control Operator's License and a valid Pest Control Advisor's License or a copy of said licenses from a sub-contractor thirty (30) days prior to using any and all applicable chemicals within the areas(s) to be maintained.
- b. Contractor shall submit a listing of proposed chemicals to be used; including commercial name, application rates and type of usage to the Facility Project Manager for approval at the commencement of the contract. No work shall begin until written approval of use is obtained from the Facility Project Manager.
- c. Chemicals shall only be applied by those persons possessing a valid California Certified Pest Control Applicator's license. Application shall be in strict accordance with all governing regulations. Respirators and appropriate protective gear will be used in the application of chemicals as required by the California Occupational Safety and Health administration (Cal-OSHA), Department of Agriculture and other regulatory agencies.

Chemical Utilization Records:

Records of all operations stating dates, times, methods of applications, chemical formulations, applicators names, and weather conditions shall be made and retained in an active file for a minimum of three (3) years.

Contractor will provide a chemical use report (site specific) with monthly billing. A copy of the Pest Control Advisor's recommendation for each application (site specific) shall be provided to monitor and applicator prior to each application. This shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.

Special Permits:

All chemicals requiring a special permit for use must be registered, and a permit obtained from County Agricultural Commissioner's Office. An approved copy of permit shall be submitted to the Facility Project Manager five (5) days prior to intended chemical usage.

All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.

Chemical Application:

Contractor shall apply chemicals when air currents are still, preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application. Contractor shall apply herbicide per manufacturer's recommendation.

Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, a second application shall be applied at no additional cost to the County. Weeds treated using a systemic chemical shall be left in place per manufacturer's recommendation.

If kill is not complete by the time specified in the manufacturer's recommendation, a second application, at no additional cost to the County, shall be made. After complete kill, all dead weeds shall be removed from areas.

Frequency:

Chemical turf detailing around trees, turf boundaries, and various irrigation components; once every two (2) months, or as stated. Chemical application to beds, planters, walkways, medians, curb and gutter expansion joints in all hard surface areas, slopes, hillsides; once (1) each month.

Chemical Application Notification:

Contractor shall give the Facility Project Manager twenty-four (24) hour notification of use of chemicals for landscape areas.

9.2.2 CULTIVATION

Cultivate beds to ensure a neat appearance using appropriate equipment designed to loosen the soil to a depth of three (3) inches. Care shall be taken so as not to disturb plant materials, or their roots, in accomplishing this operation.

Cultivation – Frequency:

Once every two weeks; as needed.

9.2.3 FLOWER BEDS

Any and all diseased plants are to be removed from all beds and then disposed properly. Broken, damaged, or unsightly flowers or plant parts are to be removed promptly.

No contact weed control chemical may be used in flower beds after they are planted for the season. Appropriate mulches are encouraged but



must be aesthetically compatible and not physically or chemically harmful.

Flower Beds – Frequency:

Thinning of flower beds; twice a month, as needed.

9.2.4 GROUND COVER

Contractor shall remove all dead, diseased, and unsightly branches, vines or other growth as they develop.

All ground cover areas shall be pruned to maintain a neat edge along planter box walls.

Any runners that start to climb building, shrubs, or trees shall be pruned out of these areas.

Ground Cover – Frequency:

Ground cover thinning; twice a month, as needed.

9.2.5 HAZARDOUS MATERIALS

Contractor shall not dispose of hazardous material(s) on site. All such materials collected must be disposed of in compliance with all applicable rules, laws, and/or regulations.

9.2.6 IRRIGATION

**NOTE: The irrigation valves are shut down from November through March due to freezing weather conditions. Irrigation services need to be provided daily for the first few days of start up and weekly as needed once all the systems are up and running.**

Water requirements by plants vary according to the season and a particular year; the Contractor shall pay extremely close attention to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed as well as the varieties shall be taken into consideration.

- a. All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth. Watering shall be regulated to avoid interference with any use of the roadways, pavements, walks, or areas as designated for scheduled special events.
- b. In the areas where wind creates problems of spraying water onto private property or road right-of-ways, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur at night or early morning hours.
- c. Consideration must be given to soil conditions, humidity, minimizing runoff, and the relationship of conditions, which affect day and night



watering. This may include daytime watering during freezing weather to prevent icy conditions, manual operation of the irrigation system, and/or hand watering with portable sprinklers during periods of windy or inclement weather.

- d. The delivery of adequate moisture to the landscaped areas shall include, but not be limited to hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves. Adequate soil moisture will be determined by, but not be limited to:
  - Adjusting and setting the automatic controller to establish frequency and length of watering period, and monitoring all irrigation controllers.
  - Using a soil probe to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones.
  - Controlling the Irrigation system in such a way as not to cause any excessively wet or "waterlogged" areas which could interfere with the ability to mow all turf. "In lawn" trees and other planting shall be protected from over-watering and run-off drowning.
  - Immediately watering "New turf" after mowing (up through the sixth mowing). Well established turf shall not be watered for at least four (4) hours after mowing.
  - Watering all groundcover areas as needed to maintain a healthy condition, with appropriate care being taken not to over water in shady areas.
  - Complying with applicable water restriction regulations and directives.

#### 9.2.7 IRRIGATION SYSTEM MAINTENANCE

- a. Contractor and Facility Project Manager or designee will conduct an inspection of the irrigation equipment at Facility to ensure operability within sixty (60) days of service start date. Contractor will submit a written report verifying working order of each irrigation system. County may ask to have the system repaired to a satisfactory condition. Once repaired, the Contractor will be required to keep the system in working condition. This also applies to landscape sites added during the term of the contract.
- b. After inspection with County staff, Contractor will be responsible for the irrigation system, including **lateral lines**. Contractor will maintain a comprehensive monthly system operability check that will identify malfunctions and needs for repair. County is responsible for the main lines and back flow.

- c. Contractor shall, at all times, maintain the system in an operational state by repairing/replacing the irrigation system consisting of automatic controllers, control valves, gate valves, risers, quick couplers, swing joints and sprinkler heads including providing small parts: solenoids, filter screens, diaphragms, gaskets, springs, screws, adjustment screws, washers, "O" rings, wring and nozzles, at no cost to the County.

In addition to repair and replacement, Contractor must:

- Adjust valves and sprinkler heads.
- Replace all risers and swing joints to the lateral lines.
- Replace button type turf and shrub heads.
- Replace all missing covers to valve boxes.
- Provide caps and plugs

Contractor shall ensure that all personnel working on the irrigation system are fully trained in all phases of landscape irrigation systems and can easily identify and isolate problems and perform the proper testing and inspection of the irrigation system and the maintenance of the sprinkler heads. This knowledge of landscape irrigation systems shall include but not be limited to the operation, maintenance, adjustment and repair of said systems and their components.

In order to ensure the operability of the irrigation system, Contractor shall sequence controller(s) to each station manually to check the function of all facets of the irrigation system weekly and report any damage, malfunctioning equipment, and/or incorrect operation to the Facility Project Manager or designee. During the testing, Contractor shall:

- Adjust and clean sprinkler heads for correct coverage to prevent excessive runoff and/or erosion and to prevent the spread onto roadways, sidewalks, hard surface areas, and private property. (may require the removal of the sprinkler head for this function)
- Unplug clogged heads and flush lines to free lines of rocks, and debris once every four (4) months.
- Flush irrigation lines of grit and gravel by removing the lat head of each lateral and operating the system until those materials are expelled.
- Check the Facility for irrigation system malfunctions, damage, obstructions, and hazards created by the system. Immediately report such findings to the Facility Project Manager along with corrective action taken. Provide the Facility Project Manager with a monthly comprehensive system operability check that identifies malfunctions, timely corrective action taken, and needs for repair.

- Inspect and test all irrigation systems as necessary when damage is suspected, observed, or reported.
- Repair/replace malfunctioning quick couplers, pumping systems, manual or automatic valves, and sprinkler heads within (1) watering cycle irrigation damage shall be repaired or replaced with same size, and quantity or substitutes approved by the Facility Project Manager prior to installation.
- Correct malfunctioning irrigation systems and equipment within two (2) hours of identification or following verbal notification.
- Replace irrigation system with originally specified equipment of the same size and quality or substitutes' approved by the Facility Project Manager prior to any installation.
- Control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the Facility Project Manager.

If an automatic irrigation system or a portion of a system malfunctions, the Contractor, when authorized by the County, shall be responsible for the manual manipulation of that system for a period of 30 days from the date of the authorization. If the system requires manual manipulation for a greater period, the Facility Project Manager may opt to pay the Contractor additionally to continue the manual manipulation, or the Facility Project Manager may decide to terminate the supplemental irrigation. Such work shall be considered Other Work and shall be compensated as provided in Paragraph 10, Unscheduled Work – Seasonal/Periodic Services.

Irrigation System Maintenance – Frequency:  
Weekly, as needed.

#### 9.2.8 LITTER CONTROL

- a. Complete policing and litter pick-up to remove paper, glass, trash, undesirable materials, siltation and other accumulated debris within the hard surfaces, and landscaped areas to be maintained including, but not limited to, walkways, between and around planted areas, drains, parking lots, steps, planters, drains and catch basins shall be accomplished to ensure a neat appearance.
- b. Complete policing, litter pick-up, supplemental hand sweeping of parking space, gutters, and other parking spaces inaccessible to power equipment shall be accomplished to ensure a neat appearance.

- c. Contractor shall be required to remove all trash, clippings, and any other debris which results from its maintenance services and provide for its disposal on a daily basis.
- d. Contractor shall not use County trash bins for maintenance operations. Contractor shall not dispose of hazardous material(s) on site. All such materials collected must be disposed of in compliance with all applicable rules, laws, and/or regulations.

Litter Control – Frequency:

Litter control shall be completed daily Monday through Friday no later than 7:30 a.m.

9.2.9 RAKING

Accumulation of leaves shall be removed from all landscaped areas including but not limited to beds, parking lots, walkways, planters, and turf areas under trees and removed from Facility site. Use of hand held blowers will be allowed unless legal authority dictates otherwise. Facility may dictate “no blowers”.

Raking – Frequency:

- Turf under trees; at each service interval.
- Shrubs, beds and planters; at each service interval.

9.2.10 RODENT CONTROL

Contractor shall maintain all areas free of rodents including but not limited to gophers and ground squirrels, since they may cause damage to turf, shrubs, groundcover, trees, and irrigation systems. The rodenticide product to be used shall be recommended by a licensed Pest Control Advisor, applied by a person possessing a valid California Certified Pest Control Applicator's license, and pre-approved by the Facility Project Manager.

Rodent Control – Frequency:

As needed.

9.2.11 TRASH BINS

Contractor shall collect and remove ALL clippings the same day that plant materials are pruned, raked, mowed, or trimmed. Contractor shall not use County trash bins for maintenance operations.

9.2.12 WEED CONTROL

- a. Contractor shall eradicate weeds from turf and cultivated and non-cultivated areas. This will include pre-emergent and/or post-emergent chemical applications to turf areas.
- b. Methods for removal of weeds, turf encroachment and detailing shall incorporate one (1) or all three (3) of the following: Hand Removal, Cultivation, and Chemical Eradication.

- c. All grass-like type weeds, morning glory or vine-weed types, ragweed or other underground spreading weeds shall be kept under strict control.
- d. Remove or control all weeds and grass from beds, planters, walkways, drainage areas, expansion joints in all hard surface areas, driveways, parking lots, patios, roadways, slopes, hillsides, bare areas, around irrigation sprinkler heads and undeveloped areas.

Weed Control – Frequency:

- Walkways, beds, planters, and landscapes shall be inspected, spot treated, and weeds removed; once (1) each month.
- Developed areas of the facility that have become denuded shall be maintained weed free; once (1) each month.
- Designated areas of a facility that are left in a natural state so that the plant's root systems are utilized to stabilize the soil, may occasionally need to be mowed or otherwise controlled to a given height for appearance or fire suppression reasons; once (1) a month.

9.2.13 STAKING AND TYING

a. Staking and Tying:

- Contractor shall replace missing or damaged stakes where the tree diameter is less than three (3) inches.
- Stake in those cases where tree has been damaged and requires staking for support.
- Stake new trees or recently planted trees which have not previously been staked.

b. Materials:

- Tree stakes, two (2) per tree, shall be pentachlorophenol treated lodge pole pine not less than eight (8) feet in length for five (5) gallon size trees and not less than ten (10) feet for fifteen (15) gallon size trees.

c. Criteria For Staking and Tying:

- Guy wires where required and plant ties will be of pliable, zinc-coated ten (10) gauge wire (two (2) ties per tree).
- Hose for covering wire shall be either new or used garden hose at least one-half (1/2) inch in diameter (hose ties should allow for minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured).

- Stakes will be placed eight (8) inches from the trunk of the tree. Stakes and ties will be placed so no chafing of bark occurs.

Staking and Tying – Frequency:

As needed. Damaged trees shall be staked and tied within twenty-four (24) hours of identification of damage by Contractor or of County or the public's notification to Contractor. Replacement stakes or new staking shall be completed within five (5) days.

### **9.3 DAMAGE TO SHRUBS, TREES, TURF OR GROUND COVER**

All damage to shrubs, trees, turf or ground cover done by Contractor employees shall be repaired or replaced within five (5) working days.

All repairs or replacements shall be completed in accordance with the following maintenance practices:

**9.3.1 Shrub Damage:**

Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replaced to comply with the provisions in the specifications.

**9.3.2 Chemical Damage:**

All damage resulting from chemical operation, either spray-drift or lateral leaching shall be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to ensure its ability to support plant life.

**9.3.3 Tree Damage:**

Minor damage such as bark lost from impact of mowing equipment shall be remedied by a qualified tree surgeon or arborist. If damage results in loss of tree, the damaged tree shall be removed and replaced to comply with the specified instructions of the Facility Project Manager. All trees permanently damaged will be replaced at County's expense with the exception of those damaged or destroyed due to fault of Contractor or its employees. Replacement shall be with the identical species of tree existing previously, unless otherwise notified in writing by the Facility Project Manager or designee. Size of the replacement shall be of like size not to exceed 24 inch box specimen container size. The need for replacement will be determined by the Facility Project Manager or designee.

### **9.4 PLANT MATERIALS**

Plant materials shall conform to the requirements of the landscape plan of the area and to "Horticultural Standards" of American Association of Nurserymen as

to kind, size, age, etc. Plants of record and specification should be consulted to ensure correct identification of species. Plant material larger than those specified may be supplied if complying in all other respects. Substitutions may be allowed but only with prior written approval by the Facility Project Manager.

9.4.1 Nomenclature:

Plant names used in the landscape plan are to conform to the "Standardized Plant Name List" by the American Joint Committee on Horticultural Nomenclature. In those cases not covered therein, the custom of the nursery trade will be followed.

9.4.2 Quality:

Plants shall be sound, healthy, vigorous, and free from plant disease, insect pest or their eggs, shall have healthy normal root systems, comply with all State and local regulations governing these matters, and be free from any noxious weeds.

All trees shall be measured six (6) inches above the ground surface. Where caliper or other dimensions of any plant material are omitted from the "Standardized Plant Name List", it shall be understood that these plant materials shall be normal stock for the type listed, and must be sturdy enough to stand safely without staking.

All shrubs shall be guaranteed to live and remain in healthy condition for no less than 90 days from the date of planting by the Contractor.

9.4.3 Shape and Form:

Plant materials shall be symmetrical, and/or typical for variety and species and conform to measurements specified in the "Standardized Plant Name List".

All plant materials must be provided from a licensed nursery and shall be subject to acceptance as to quality by the Facility Project Manager.

## **10.0 UNSCHEDULED WORK – SEASONAL/PERIODIC SERVICES**

The Facility Project Manager or designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.

Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, the Facility Project Manager or designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.

When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact the Facility Project Manager for approval before



beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit an invoice to the Facility Project Manager within five (5) working days after completion of the work.

All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.

The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

## **10.1 AERIFICATION**

Upon County's written approval for aerification services, Contractor shall:

- 10.1.1 Aerate all turf areas by using a device that removes one-half inch cores to a depth of two inches and not more than six inch spacing on center.
- 10.1.2 Complete turf aerification during the period of April through November. In the fall, overseed all aerified turf areas. Aerify, renovate or verticut, seed, and mulch (spread evenly over the entire area to a uniform depth of 1/4 inch) in sequence. Additionally, aerification may be required immediately after vertical (thatch removal) operation and just prior to over seeding and fertilization.
- 10.1.3 Remove all cores from the turf and dispose off-site or thoroughly pulverized within twenty-four (24) hours after aerating.

### Aerification – Frequency:

Turf aerification may be requested one (1) time per year, beginning in the spring and completed by the fall.

## **10.2 DISEASE/INSECT CONTROL**

It is the County's intent to maintain all landscape areas free of disease and insects that could cause damage to plant materials including but not limited to trees, shrubs, groundcover, and turf.

Notification of any disease, insects, or unusual conditions that may develop shall be reported to the Facility Project Manager. Upon County's written approval for disease/insect control services, Contractor shall:

- 10.2.1 Disease: Submit an action plan that at a minimum describes in detail a disease control program to control and prevent all common diseases from causing serious damage, frequency of service, staff hours per frequency, and as applicable license/certificate numbers of person performing task. The action plan shall be submitted within ten (10) days of County's request for services. Disease control shall be achieved utilizing materials and rates recommended by an Arborist.



- 10.2.2 Insect: Submit an action plan that at a minimum describes in detail an insect control program to prevent all common insects from causing serious damage. Insect control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.

Disease/Insect Control – Frequency:  
As needed.

### **10.3 FERTILIZATION (Per Application)**

Upon County's written approval for fertilization services, Contractor shall:

- 10.3.1 Apply fertilizer in sections determined by the areas covered by each irrigation system. Immediately after fertilization, thoroughly soak all areas fertilized.
- 10.3.2 Apply fertilizer within the tree drip line to provide healthy color. Fertilizer should be organic and granular in form without trace elements.
- 10.3.3 Apply fertilizer to provide a healthy color in all shrubs and groundcover. Foliar feeding may be used if applicable. Fertilizer shall be organic and granular in form without trace elements.
- 10.3.4 Apply not less than one (1) pound of actual available nitrogen in a balance fertilizer form for each one thousand (1,000) square feet of turf area. All fertilizer shall be inorganic and granular in form with an approximate ratio of 4-1-2.
- 10.3.5 Fertilize utilizing ratios and mixtures per manufacturer's recommendation.

Fertilization – Frequency:  
Three times per year.

### **10.4 TURF RENOVATION**

Upon County's written approval for turf renovation services, Contractor shall:

- 10.4.1 Renovate turf to the soil line and remove all excessive thatch. Upon completion of turf renovation, all turf areas shall be over seeded, mulched and watered.
- 10.4.2 Overseed area utilizing blends or mixtures per manufacturer's recommendation to maintain a good appearance.
- 10.4.3 Spread mulch evenly over the entire area to a uniform depth.

Renovation - Turf – Frequency:  
Once a year.

## **10.5 VERTICAL MOWING**

Upon County's written approval for vertical mowing services, Contractor shall:

10.5.1 Vertical mow to remove thatch in turf areas, to encourage healthy growth and to maintain acceptable appearance.

10.5.2 Avoid unnecessary or excessive injury to turf grass.

10.5.3 Sweep or rake dislodged thatch from turf areas and remove from facility site.

10.5.4 Use standard renovating or vertical mowing equipment.

Vertical Mowing – Frequency:

Once a year.

## **10.6 TURF RESEEDING/RESTORATION OF BARE AREAS**

The Facility Project Manager may require the use of sod when deemed necessary. The Contractor shall be entitled to additional compensation for the cost of the sod only provided loss of turf was not due to Contractor negligence. Upon County's written approval of services, Contractor shall:

10.6.1 Overseed areas utilizing blends or mixtures at the rate of application as required to maintain a good appearance.

10.6.2 Overseed all damaged, vandalized or bare areas to re-establish turf to an acceptable quality compatible to that of existing turf.

10.6.3 Commence overseeding no later than October 1 and be completed within three (3) weeks of commencement.

Turf Reseeding/Restoration of Bare Areas – Frequency:

Once a year.

## **10.7 TREE MAINTENANCE**

It is the County's intent to ensure that all trees are pruned and/or thinned at the Facility once every three years through its own resources, by Contractor, or assign the work to another Contractor.

In any case, Contractor shall submit for approval a written estimate along with an action plan detailing the proposed schedule of tree pruning and/or thinning of all trees at Facility to be performed every three years. The action plan shall at a minimum describe in detail the type of tree service to be performed (i.e., Coarse pruning, fine pruning, raising branches, crowning, thinning), a detailed cost for each type of tree service to be performed, staff hours per frequency, and as applicable license/certificate numbers of person performing task. The work

schedule shall include the time frames by day of the week, morning, and afternoon. The action plan shall be submitted 90 days prior to the proposed scheduled start date. No unscheduled work shall be performed without County's prior written authorization.

Upon County's written approval for tree maintenance services, Contractor shall:

- 10.7.1 Follow the International Society of Arboriculture (ISA's) Tree Pruning Guidelines, more recent ANSI A300 Pruning Standards, ANSI Z133.1 Safety Standards, and as described in sub-paragraph 10.8, Tree Pruning.
- 10.7.2 Prune and/or thin all trees at Facility once every three years, unless otherwise approved by the Facility Project Manager or designee.
- 10.7.3 Use a Certified Arborist and/or a certified horticulturist, approved by DHS Facility, for providing direction during maintenance.
- 10.7.4 Use a skilled and experienced Tree Trimmer to perform the various tree maintenance services described herein.
- 10.7.5 Ensure that all work is performed in a safe manner as established by the California Occupational Safety and Health Administration (Cal-OSHA) and other regulatory agencies.

If Contractor recommends that a particular tree does not require service during an agreement year, the Facility Project Manager may take that recommendation into consideration. However, if the Facility Project Manager does not agree with Contractor's recommendation, then Contractor shall provide the tree service.

Tree Maintenance – Frequency:

Once every three years. Next scheduled maintenance is in calendar year 2012.

## **10.8 TREE PRUNING**

Upon County's written approval for tree pruning services, Contractor shall prune trees with the intent of developing structurally sound trees, symmetrical in appearance with the proper vertical and horizontal clearance.

Under no circumstances shall hedge shears be used as a means of pruning trees. All dead and damaged branches and limbs shall be removed at the point of breaking.

All trees shall be trimmed to prevent encroachment on private property.

All wounds to trees and shrubs one (1) inch in diameter or over shall be painted with asphaltic base tree paint immediately after pruning.

10.8.1 Pruning Procedures:

Rapid healing of pruning wounds is dependent upon where the cut is made when removing limbs. NEVER LEAVE SHORT STUBS. Some trees produce a corky ring of growth where a limb originates. The pruning cut shall be made toward the outside portion of the "collar." If a tree does not produce this characteristic "collar," then make the cut flush to the limb where it is growing.

- a. All limbs 1 1/2" or greater in diameter shall be undercut to prevent splitting. All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.
- b. All cuts exceeding 1/2" shall be treated with an appropriate tree heal compound.
- c. All equipment utilized shall be clean, sharp and expressly designed for tree pruning.
- d. Only rope and saddle climbing gear without climbing spurs or spikes will be allowed for pruning live trees.

10.8.2 Pruning Criteria:

The initial step of pruning shall be the removal of all deadwood, weak, diseased, insect infested and damaged limbs.

- a. All trees shall be pruned for vertical and horizontal clearance. Such clearances are nine (9) feet for pedestrian areas and walkways and fourteen (14) feet for vehicular roadways.
- b. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline. Limbs should extend alternately from the trunk on twelve (12) inches or twenty-four (24) inch spacing.
- c. All trees shall be thinned of smaller limbs to distribute the foliage evenly.
- d. All trees shall be trimmed and shaped to provide a symmetrical appearance typical of the species.
- e. All suckers and sprouts shall be cut flush with the trunk or limb.
- f. No stubs will be permitted.
- g. Contractor shall report to the Facility Project Manager all structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage.

- h. Contractor shall place special emphasis upon public safety during pruning operations, particularly when adjacent to roadways and pedestrian areas.
- i. All trimmings and debris shall be removed and disposed of off-site at the end of day's work.
- j. All trees which are downed by either natural or unnatural causes, shall be removed and disposed off-site. Where possible, stumps shall be removed to 12 inches below grade and wood chips and hole backfilled to grade.
- k. In accordance with Fish and Game Code, Section 3503, the Contractor shall not "take, possess, or needlessly destroy the nest eggs of any bird, except as otherwise provided by this code or any regulation made pursuant thereto." In case of an accidental take, the Contractor shall contact the California Department of Fish and Game at (562) 590-5126.
- l. All walkways, entrances and exits to buildings shall be clear of debris and accessible to wheelchair and ambulatory traffic in areas where pruning is being performed.
- m. Parking lots and stalls shall not be blocked without prior arrangements with the Facility Project Manager.

#### 10.8.3 Scheduled Pruning:

- a. Pruning shall be scheduled and performed during the Fall (October through December) of each agreement year.
- b. Pruning services shall not exceed two (2) weeks. Extended periods may be allowed at the discretion of the Facility Project Manager.
- c. Rescheduling is at the discretion of the Facility Project Manager or designee. Contractor will be notified within at least five (5) working days prior to reschedule pruning.

#### Tree Pruning – Frequency:

Once every three years. Next scheduled maintenance is in calendar year 2012.

### **10.9 UNSCHEDULED OTHER WORK**

- 10.9.1 The Facility Project Manager or designee may authorize the Contractor to perform landscape-related unscheduled other work, assuming surplus funds from paragraph 10, Unscheduled Work - Seasonal/Periodic Services, exist, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.

- 10.9.2 Prior to performing any unscheduled other work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials to complete the work. No unscheduled other work shall commence without prior written authorization by the Facility Project Manager.
- 10.9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact the Facility Project Manager for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit a detailed invoice to the Facility Project Manager within five (5) working days after completion of the work.
- 10.9.4 All unscheduled other work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.
- 10.9.5 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

Unscheduled Other Work – Frequency:  
As requested.

## **11.0 PERFORMANCE REQUIREMENTS SUMMARY**

- 11.1 All listings of services used in the Performance Requirements Summary (PRS), Attachment 2, are intended to be completely consistent with the Agreement and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Agreement and the SOW. In any case of apparent inconsistency between services as stated in the Agreement and the SOW and this PRS, the meaning apparent in the Agreement and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Agreement and the SOW, that apparent service will be null and void and place no requirement on Contractor.
- 11.2 The Contractor is expected to perform all services described herein. The PRS Chart describes certain required services which will be monitored by the County during the term of the Agreement, and for which Contractor may be assessed financial deductions from payment if the service has not been satisfactorily provided. The PRS Chart indicates the SOW and/or Agreement section of the performance referenced (column 1); the service to be provided (column 2); the monitoring method that will be used (column 3); and the deductions/fees to be assessed for services that are not satisfactory (column 4).

**CONTRACT DISCREPANCY REPORT**

**TO:**

**FROM:**

**DATES:**      **Prepared:**\_\_\_\_\_

**Returned by Contractor:**\_\_\_\_\_

**Action Completed:**      \_\_\_\_\_

**DISCREPANCY PROBLEMS:**\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of County Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTRACTOR RESPONSE (Cause and Corrective Action):**

\_\_\_\_\_

\_\_\_\_\_

Signature of Contractor Representative:\_\_\_\_\_ Date:\_\_\_\_\_

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:**

\_\_\_\_\_

\_\_\_\_\_

Signature of Contractor Representative:\_\_\_\_\_ Date:\_\_\_\_\_

**COUNTY ACTIONS:**\_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date \_\_\_\_\_

Contractor Representative's Signature and Date \_\_\_\_\_

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/REQUIRED SERVICE	STANDARD PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
<b>Agreement Terms and Conditions</b>			
Agreement, <a href="#">7.1 Contractor Project Manager</a>	Contractor shall notify the County in writing of any change in name or address of the Project Manager	Inspection and Observation	\$50 per occurrence
Agreement, <a href="#">7.4 Contractor's Staff Identification and Uniforms</a>	Contractor's employees shall wear appropriate uniforms and have Contractor's identification badge and a County issued identification badge visible at all times.	Inspection and Observation	\$50 per occurrence
Agreement, <a href="#">7.8 Staff Performance Under the Influence</a>	Contractor shall not permit any employee to perform services under this Agreement that is under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair their physical or mental performance.	Inspection and Observation	\$500 per occurrence
Agreement, <a href="#">8.6 Complaints</a>	Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection and Observation	\$50 per occurrence
<b>Routine Landscape Maintenance Services</b>			
SOW, <a href="#">6.5 Training</a>	Contractor shall provide training in accordance with the provisions of this paragraph, including any subparagraphs. Furthermore, All equipment shall be checked daily for safety, and all employees must wear safety and protective gear in accordance w/ OSHA.	Inspection and Observation	\$50 per occurrence
SOW, <a href="#">6.6 Contractor's Office</a>	Contractor shall maintain and office in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection and Observation	\$250 per occurrence



## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/REQUIRED SERVICE	STANDARD PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
SOW, <a href="#">9.1.1 Hazard Reduction Pruning</a>	100% Completion of Required Services in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection and Observation	\$50 per occurrence
SOW, <a href="#">9.1.2 Mowing</a>	100% Completion of Required Services in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection and Observation	\$50 per occurrence, after two (2) documented occurrences of any deviation from required specifications.
SOW, <a href="#">9.1.3 Edging</a>	100% Completion of Required Services in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection and Observation	\$50 per occurrence, after two (2) documented occurrences of any deviation from required specifications.
SOW, <a href="#">9.1.4 Hedge Trimming</a>	100% Completion of Required Services in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection and Observation	\$50 per occurrence, after two (2) documented occurrences of any deviation from required specifications.
SOW, <a href="#">9.2.1 Chemicals</a>	100% Completion of Required Services in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection and Observation	\$250 per occurrence.
SOW, <a href="#">9.2.2 Cultivation</a>	100% Completion of Required Services in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection and Observation	\$50 per occurrence, after two (2) documented occurrences of any deviation from required specifications.
SOW, <a href="#">9.2.3 Flower Beds</a>	100% Completion of Required Services in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection and Observation	\$50 per occurrence, after two (2) documented occurrences of any deviation from required specifications.
SOW, <a href="#">9.2.4 Ground Cover</a>	100% Completion of Required Services in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection and Observation	\$50 per occurrence, after two (2) documented occurrences of any deviation from required specifications.

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/REQUIRED SERVICE	STANDARD PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
SOW, <a href="#">9.2.5 Hazardous Materials</a>	100% Completion of Required Services in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection and Observation	\$250 per occurrence.
SOW, <a href="#">9.2.6 Irrigation</a>	100% Completion of Required Services in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection and Observation	\$50 per occurrence, after two (2) documented occurrences of any deviation from required specifications.
SOW, <a href="#">9.2.7 Irrigation System Maintenance</a>	100% Completion of Required Services in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection and Observation	\$250 per occurrence.
SOW, <a href="#">9.2.8 Litter Control</a>	100% Completion of Required Services in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection and Observation	\$50 per occurrence, after two (2) documented occurrences of any deviation from required specifications.
SOW, <a href="#">9.2.9 Raking</a>	100% Completion of Required Services in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection and Observation	\$50 per occurrence, after two (2) documented occurrences of any deviation from required specifications.
SOW, <a href="#">9.2.10 Rodent Control</a>	100% Completion of Required Services in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection and Observation	\$50 per occurrence, after two (2) documented occurrences of any deviation from required specifications.
SOW, <a href="#">9.2.11 Trash Bins</a>	100% Completion of Required Services in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection and Observation	\$250 per occurrence.
SOW, <a href="#">9.2.12 Weed Control</a>	100% Completion of Required Services in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection and Observation	\$50 per occurrence, after two (2) documented occurrences of any deviation from required specifications.

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/REQUIRED SERVICE	STANDARD PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
SOW, <a href="#">9.2.13 Staking and Tying</a>	100% Completion of Required Services in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection and Observation	\$50 per occurrence, after two (2) documented occurrences of any deviation from required specifications.

## ***PRICING SCHEDULE***

DEPARTMENT OF HEALTH SERVICES

### **SPECIFIC WORK REQUIREMENTS – ROUTINE LANDSCAPE SERVICES**

CONTRACTOR: CONEJO CREST LANDSCAPE, INC.

AGREEMENT NO. \_\_\_\_\_

<b>FACILITY:</b>	<b>SERVICE FREQUENCY*</b>	<b>TOTAL MONTHLY COST</b>
High Desert Health System (High Desert) 44900 N. 60 <sup>th</sup> Street West Lancaster, California 93536	<b>DAILY</b>	<b>\$8,577</b>

\* Contractor shall provide all landscape services under the frequencies specified in Statement of Work (SOW) at the cost described herein, unless instructed otherwise on the Facility Specification Sheet in SOW, Exhibit C. The monthly cost shall be all inclusive and includes but not limited to all administrative costs, labor, supervision, materials, transportation, taxes, equipment and supplies, dumping fees.

DEPARTMENT OF HEALTH SERVICES  
**PRICE SHEET**  
**UNSCHEDULED WORK - SEASONAL/PERIODIC/OTHER SERVICES**

Facility	High Desert Health System (High Desert)
Address	44900 N. 60 <sup>th</sup> Street West, Lancaster, California 93536
Hours of Operation	Services to be provided between the hours of 6 a.m. to 6 p.m., Monday through Friday, excluding County observed Holidays.

**I. SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES**

TASK	Staff Hours Per Frequency	Estimated Frequency	Total Maximum Frequency Cost	Total Estimated Cost Per Agreement Year	Total Maximum Cost during Agreement Term
<b>Aerification</b> (SOW, Paragraph <a href="#">10.1</a> )	53	Once a year	\$1,320	\$1,320	\$156,907
<b>Disease/Insect Control</b> (SOW, Paragraph <a href="#">10.2</a> )	52	Once a year	\$1,948	\$1,948	
<b>Fertilization</b> (SOW, Paragraph <a href="#">10.3</a> )	54	Three times a year	\$3,360	\$10,080	
<b>Renovation-Turf</b> (SOW, Paragraph <a href="#">10.4</a> )	356	Once a year	\$15,681	\$15,681	
<b>Vertical Mowing</b> (SOW, Paragraph <a href="#">10.5</a> )	249	Once a year	\$10,192	\$10,192	
<b>Turf Reseeding</b> (SOW, Paragraph <a href="#">10.6</a> )	107	Once a year	\$5,489	\$5,489	
	<b>ANNUAL TOTAL</b>			\$44,710	
<b>Tree Maintenance and Pruning</b> (SOW 10.7 & 10.8)		1 x every three years*		\$22,777	

\* All trees at the Facility shall be pruned 1st time in 2012.

**II. UNSCHEDULED/OTHER WORK**

CLASSIFICATION	HOURLY RATE (Includes Profit & Overhead)
Pest Control Operator	\$ 45.00 per hour
Irrigation Specialist	\$ 65.00 per hour
Landscape Maintenance Laborer	\$ 24.00 per hour

DEPARTMENT OF HEALTH SERVICES – COUNTY OF LOS ANGELES  
 LANDSCAPE MAINTENANCE SERVICES  
 TECHNICAL EXHIBITS  
**FACILITY SPECIFICATION SHEET**

Facility		High Desert Health System (High Desert)				
Address		44900 N. 60 <sup>th</sup> Street West, Lancaster, California 93536				
Hours of Operation		Services to be provided between the hours of 6 a.m. to 6 p.m., Monday through Friday, excluding County observed Holidays.				
# of Trees (Approximate Number)		Shrubs Y/N	Hedges Y/N	# Planters	Grass Y/N	Irrigation System Y/N
345		Y (200)	Y (100)	20	Y	Y
Reference	Routine Landscape Maintenance				Frequency	
9.1.1	Hazard Reduction Pruning (HRP)				As needed	
9.1.2	Mowing				Weekly	
9.1.3	Edging				Once every other week	
9.1.4	Hedge Trimming				Twice a month, as needed	
9.2.1	Chemical turf detailing around trees, turf boundaries and various irrigation components				Once every two months	
9.2.1	Chemical application to beds, planters, walkways, medians, curb and gutter expansion joints in all hard surface areas, slopes, hillsides				Once each month	
9.2.2	Cultivation				Once every two weeks, as needed	
9.2.3	Flower Beds				Twice a month, as needed	
9.2.4	Ground Cover				Twice a month, as needed	
9.2.7	Irrigation System Maintenance				Weekly, as needed	
- Irrigation valves are shut down from November through March due to freezing weather conditions. - Irrigation services need to be provided daily for the first few days of start up and weekly as needed once all the systems are up and running.						
9.2.8	Litter Control				Once daily by 7:30 am, M-F	
9.2.9	Raking				Each service interval	
9.2.10	Rodent Control				As needed	
9.2.12	Weed Control				Once each month	
9.2.13	Staking and Tying				As needed	
Reference	Unscheduled Work - Seasonal/Periodic Services				Frequency	
10.1	Aerification				Once a year	
10.2	Disease/Insect Control				As needed	
10.3	Fertilization				Three times per year	
10.4	Turf Renovation				Once a year	
10.5	Vertical Mowing				Once a year	
10.6	Turf Reseeding/Restoration of Bare Areas				Once a year	

**EXHIBIT C**

10.7	Tree Maintenance	All trees -once every 3 yrs; next scheduled maintenance - 2012
<b>Reference</b>	<b>Unscheduled Work - Seasonal/Periodic Services</b>	<b>Frequency</b>
10.8	Tree Pruning	All trees -once every 3 yrs; next scheduled pruning - 2012
11.0	Unscheduled Other Work	As requested

**CONTRACTOR'S EEO CERTIFICATION**

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Contractor Name

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Address

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Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S SPECIFIC CERTIFICATIONS**

- |    |   |                              |                             |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

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Authorized Official's Printed Name and Title

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Authorized Official's Signature

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Date



## COUNTY'S ADMINISTRATION

CONTRACT NO. \_\_\_\_\_

### FACILITY'S PROJECT DIRECTOR:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### FACILITY'S PROJECT MANAGER:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### FACILITY'S PROJECT MONITOR:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** \_\_\_\_\_**CONTRACT NO:** \_\_\_\_\_**CONTRACTOR'S PROJECT MANAGER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Notices to Contractor shall be sent to the following:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

## **SAFELY SURRENDERED BABY LAW**

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)





# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)





En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafea.org

# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



***PROP A - LIVING WAGE PROGRAM***

***EXHIBITS J, K & L***

**2.201.010 Findings.**

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.020 Definitions.**

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.030 Prospective effect.**

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.\* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

\* **Editor's note:** Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

**2.201.040 Payment of living wage.**

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.050 Other provisions.**

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue

interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

**2.201.060 Employer retaliation prohibited.**

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

**2.201.070 Employee retention rights.**

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or
2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

#### **2.201.080 Enforcement and remedies.**

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

1. Assess liquidated damages as provided in the contract; and/or
2. Recommend to the board of supervisors the termination of the contract; and/or
3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007; Ord. 99-0048 § 1 (part), 1999.)

#### **2.201.090 Exceptions.**

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:



1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

“Dominant in its field of operation” means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999; Ord. 99-0048 § 1 (part), 1999.)

**2.201.100 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999)



# COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

## MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

**Instruction Box:** Please complete all sections of this form. (Information to complete this form can be obtained from your weekly certified payroll reports) Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign the reverse side of this form before submitting.

(1) Name: Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/>		Address: (Street, City, State, Zip)	
(2) Payroll No.:	(3) Work Location:	(4) From payroll period: ____/____/____ to payroll period: ____/____/____	(5) For Month Ending:
(6) Department Name:		(7) Contract Service Description:	(8) Contract Name & Number:
(9) Contractor Health Plan Name(s):		(10) Contractor Health Plan ID Number(s):	

(11) Employee Name, Address & Last 4 digits of SS#	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period					(14) Total Aggregate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate \$ Health Benefits Paid (16+18)
		1	2	3	4	5						
1												
2												
3												
4												
5												
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.  Print Authorized Name:		Total (This Page)										
		Grand Total (All Pages)										

Authorized Signature:	Date: ____/____/____	Title:	Telephone Number (include area code) (____) _____	Page: ____ of ____
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**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
PAYROLL STATEMENT OF COMPLIANCE**

I, \_\_\_\_\_, \_\_\_\_\_  
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by:

\_\_\_\_\_ on the \_\_\_\_\_;  
(Company or subcontractor Name) (Service, Building or Work Site)

that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, and  
(Calendar day of Month) (Month and Year)

ending the \_\_\_\_\_ day of \_\_\_\_\_ all persons employed on said work site  
(Calendar day of Month) (Month and Year)

have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of \_\_\_\_\_

(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or in directly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:


2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

3. That:

- A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS  
☐ In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.
- B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH  
☐ Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title

Owner or Company Representative Signature:

**THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.**